1897-009 Chancery Causes: Charles E. Baylor vs. L. D. Fulkerson &c
Lee Co. George W. Gibson vs. L. D. Fulkerson &c Folder 1 of 2

Richmond, Edmonson, Daugherty, Louisville & Nashville Railroad Co.,
Pennington, Pridemore, Logsdon

CA- Contract Dispute
T- Property
Transportation

- Deed
- Correspondence

To the Hon, H.S.K Morison Judge of the Circuit Court of Lee County Virginia:

Humbly Complaining your Orator Charles E. Baylor, a citizen of said county would respectfully represent, that one Andrew Edmonson as Guardian for the children of Henry W Edmonson lately exhibited in this Honorable court his Bill on the chancery side thereof against one L.D. Fulkerson as Curator of the estate of Charles Daugherty deceased, and others, the object of which was to obtain a settlement of said Fulkersons accounts as curator of said Daughertys estate, and to compell payment by him of the money due the several parties interested in the said estate, and especially to compell him to pay said Edmonson the money due his said wards from the estate of said Daugherty.

Your Orator states that he became interested in the subject matter of the estate of said Charles Daugherty deed by numerous purchases he had made therein of the children heirs of Elias Harber decd. who are the heirs at law of said Charles Daugherty decd.

Your Orator states that the said Suit of Edmonson Guardian vs against said Fulkerson Curator + others came on to be heard in this Honorable court, On the 3rd day of September 1887 when among numerous other recoveries thereby decreed against said Fulkerson as such Curator, Your Orator recovered against him as such curator on account of his said purchases the sum of $1979.91 with legal interest thereon from the 25th day of Augt 1886. till paid, and an attested copy of the said Decree is herewith filed as part of this Bill marked (A B) & is prayed to be so considered

Your Orator states that each and every part of said Sum of money so decreed him against Fulkerson is now due and owing to him from said Fulkerson as such Curator, no part thereof ever having been paid him by said Fulkerson or any one else, and that same is due him in right of his said purchase from the said Harber heirs, and the same is his distributive share of the fund in said Fulkersons hands as curator of said Daughertys estate, which

was embraced by the Bank who stated said Fulkersons Curator account in said Chancery cause, And your Orator states that other sums will hereafter become due him from the same source, when other and further settlements of the Matter of said Daughetys estate shall be made

The sum thus decreed your Orator against Fulkerson is for money collected by the latter belonging to said Daughetys estate and due the distributees and their assigns of whom your Orator is one, and should have been paid over as fast as collected, but this said Fulkerson failed to do, but on the contrary he used said Money for his own individual purposes and has thereby committed a waste of the said estate, & for which his own estate has become liable.

Your Orator states that the said sum due him, cannot be made by execution against said Fulkerson, because he does not own personal property liable to be taken in execution sufficient to pay the same, Your Orator states that by deed dated July 6 1875 a copy of which is herewith filed marked (A B) one R. M. Bales conveyed to said L. D. Fulkerson some 3 or 4 acres of land lying and being in said county of Lee on the South side of Indian Creek and north side of the Main road, about 21 Miles West of Jonesville and on this lot of land is erected the dwelling House of said L. D. Fulkerson and other out houses and Barn Stables &c. and altogether quite Valuable, Your Orator further states that said Fulkerson & H B J. Richmond recently purchased of Wm F. and Geo. Gibson a tract of land supposed to contain about 150 or perhaps 200 acres, lying between said Richmonds farm and the lot before referred to, the title to which is still in said Gibsons and by the terms of said purchase said Fulkerson was to have one half of said land & that half which lies next to him, and said Richmond the other half lying adjoining his home farm. And at a subsequent time said Fulkerson purchased from said Richmond one half of Richmonds said half lying by the side of his first half, so that

said Fulkerson is now the owner of three fourths of the tract of land so purchased from said Gibsons, containing by estimation 140 or 150 acres.

Your Orator is informed however that said Fulkerson still owes either to said Richmond or Gibsons or both from $500. to $1200 of the purchase price, the precise amount of which he cannot state, and subject to this purchase money lien, Your Orators said decree operates as a lien thereon.

Your Orator further states that said Fulkerson is the owner of a third small tract of land lying near or at Chadwells Station about 4 or 5 miles west of the former described land, the exact quantity of which he cannot state but the same at one time constituted a part of the Old Alexander Chadwell farm and was conveyed to said Fulkerson by David Chadwell

Your Orator now states that his said decree of $1979.91 with interest as aforesaid together with the other recoveries then rendered against Fulkerson so far as not paid by him operate as binding and subsisting liens on the said real estate before referred to. And that it is the province of a court of equity to enforce the lien thereof by decreeing a sale of the real estate subject thereto and the interposition of a court of equity is now invoked by your Orator to attain that end.

The premises considered your Orator prays that said L.D. Fulkerson, H & T. Richmond, Wm. F. & George Gibson be made defendants to this bill, and be required to answer the same fully on Oath, and upon a hearing thereof a decree be rendered in your Orators favor against said Fulkerson enforcing the lien of said decree for $1979.91 with interest and the costs of this suit by decreeing so much of said real estate to be sold as will be sufficient for the purpose, and if in anywise mistaken in this his special prayer then Your prays for all general relief May the Commonwealths writ of Sperisses issue &c.

Henry J. Morgan for Pltff

Chas. E. Baylor

vs. Bill

L. D. Fulkerson & others

1888. 1st Nov. Rules Recd
filed Sp. Exd & D.
" 2nd Nov. Rules D. Ch.
Confirmed
1888 Nov. Term Contd
1889 Contd this year
1890 " " "
1891 " " "
1892 " " "
1893 Mr. Deuce for
account & Contd
" June Contd

S

Hyatt clerk	$17.99
" Comr.	35.00
" Comr.	30.00
S	2.00
A	15.00
M. C.	4.96
R.C.C.	1.00
	$95.95

Estimate

4.96
1.84
$6.80

To the Hon. H. S. K. Morison Judge of the Circuit Court for Lee County, Va.

Humbly complaining your orator George N. Gibson would respectfully represent unto your honor that he and one W. F. Gibson were the joint owners of a certain tract of land lying and being in Lee County, Virginia, near where Ewing depot is now located on the Louisville and Nashville Railroad; that some years ago they sold said land to H. C. T. Richmond and L. D. Fulkerson for the sum of $5000; that your orator is informed that said Richmond and Fulkerson have long since paid said W. F. Gibson for his share in said land; that on the 1st day of Oct. 1887, there was due your orator on his part in said land the sum of $1879 $\frac{52}{100}$, which sum is evidenced by the bond of said parties; that on said bond said Richmond on Oct. 2nd, 1888, paid your orator $996 $\frac{15}{100}$, and said Fulkerson on Oct. 1, 1889, paid thereon the sum of $112 $\frac{76}{100}$ which bond is filed herewith and marked "R. & F." and prayed to be considered. The residue of said bond and pur-

chase price of said land is still due and owing your orator.

Your orator will further show unto your honor that said W. F. Gibson has made said parties a deed to his interest in said land. But your orator says that he has never made said parties or either of them a deed to his interest in said land; that by so doing he is informed and advised that he has a common-law vendor's lien on his interest in said land which he sold to said parties until he is fully paid for the same.

Your orator will again show unto your honor that he put said parties in the possession of his said interest in said land; that they are now in the possession of the same under and by virtue of the sale made as aforesaid, and that he has made a deed to his said interest in said land to said parties which deed he here files as an escrow to be delivered to said parties when said balance of the purchase money due there on is fully paid. Said escrow deed is marked "A" and prayed to be considered.

The premises considered your orator is informed and advised that he has a vendors lien on said interest in said land, capable however of only being enforced in a court of equity; therefore the prayer of your orator is that said H. C. T. Richmond and L. D. Patterson be made parties defendants to this bill of complaint; that they each be required to completely and fully answer the same on oath; that on a hearing of this his cause of complaint, judgment be given your orator against said defendants for the amt. of said bond, subject to the said credits endorsed thereon and the costs of this suit; and that if the same be not paid on reasonable time a decree be entered herein appointing a commr. to sell said interest in said land, or so much thereof as may be necessary to pay your orator the balance of the money due him thereon & the costs of this suit. And may all other & further relief be granted as the nature of this cause may require. As said H. A. Gibson has been fully paid for his interest in said land and made a deed to the same your orator deems it necessary to make him a party to this suit. May process issue &c & He will ever pray &c.

Pennington & Gaines,
p. q.

P. & G.

H.C $12.95 to July 93 George H. Gibson
C.C 2.10
S 2.00
A 15.00
M.C. 1.84
$33.89
Estimate

vs } Bill in Chan.

W. L. F. Richmond et al
Bond "R. & F." enclosed

Narrow Deed Enclosed

1893 1st March Rules Bill
Filed Spa Exclt Bill
3 March Rules Issued
" Abs "
5 Appear "
" Mary Rule D.V. Rule
Cause set for hearing
on Exclt
Rules taken on and sent
1893 Costs this year

$1879.52

One day after date we promise to pay George W. Gibson Eighteen hundred and Seventy Nine Dollars and Fifty Two Cents - for value received - for balance due on land bought by us from said George W & William H Gibson - we own this money equally - And we hereby waive the benefit of our homestead and personal property exemption as to this debt. Witness our hands & Seals - October 1st 1887

O. C. Z. Richmond (Seal)

L. D. Fulkerson (Seal)

Per the within note
By cash from Franklin
& Worth Ice Co. Class
& Fifteen Cents - the
amount shown as the
bal. of the Estimate
Oct 2nd 1889

Oct 1th 1889

Received of L. N. Sutherson
Co. Two hundred dollars as
one hundred & twelve dollars & 76 Cents - $112.76
in full

To the Hon W. T. Miller Judge of the Circuit Court of Lee County Virginia:

Your orator Charles B. Baylor, who humbly complaining would respectfully represent, that heretofore to wit on the 3rd day of Sept. 1887 he obtained a decretal order against L. D. Fulkerson now deceased, a judgement by way of a decretal order, for the sum of $1.979.91. this decree was rendered in this Hon. Court against said Fulkerson as Curator of the estate of the late Charles Daugherty now deceased, in which said office your orator was the said Fulkersons security and as such liable for two or three other small judgements fully shown and to whom due by certain papers hereinafter refered to, and set out, all of which were rendered at the times above mentioned, as your orator

And on the 9th day of September 1887, these several Judgements were entered upon the Judgement lien docket in the County Court of of Lee County, and properly indexed in the name of said Fulkerson. Copies ~~of which~~ will also be found in one time filed herewith, along with said Cause

And then upon the day of Nov. 1888, your orator filed his original Bill in this Hon. Court to enforce said decree against the lands, of the said Fulkerson, on which your orator alleged, then and alleges now, as he is advised was and is a lien upon all the lands then owned by said Fulkerson in said County of Lee, and such proceedings were had as appears by the papers of said Cause, and the Cause of George W. Gibson against said Fulkerson et al Consolidated with your orators Cause and still pending therewith

and in which ~~this~~ your orator offers this amendment, and begs that said Causey, the reputed decree a proceeding be considered herewith as part hereof.

By which it will be seen all of the lands owned by the said Zulkersen at the time of his death have been sold and that they brought the gross price of $4100.00, out of this sum there had to be and was paid as costs and commissions the sum of $237.00, and then the Gibson debt of $. which was and is a prior lien on what is known as the Gibson tract had first to be paid or will have to be. After this deduction, there will then only remain the sum of $2000.00 to go upon your orators said judgement and liabilities under said former decrees, and leave unpaid on his said judgement and liabilities the sum of $2000.00 and interest thereon as shown by said papers.

Copies of both of which Bills are Company this Bill and are prayed to be considered herein

Your orator will now state that after the rendition of said decretal Judgement first above mentioned, and the docketing and indexing the same to wit on the 30th day of Nov 1888, and ~~prior~~ and also for an attachment by deed dated June 30 1884, the said Sulkersen, conveyed a part of the land, he then owned to the Louisville and Nashville Rail Road Company, and the same is fully and properly described in the deed thus made, a copy of which is herewith filed marked A, and is prayed to be considered as part hereof. Your orator is advised and so charges that his said Judgement is a lien upon this piece of land also, and was a lien at the time of its sale and conveyance to said Rail road Company. He alleges that said Company took and still holds the possession and is in the use & enjoyment of the same.

Said Company was not made a party to said original Bill because it was hoped and believed that the residue would pay at least Your orators claim.

The said Company has built a depot water tank and constructed its main track and many side track, said land on all which your orator is advised said judgement is a lien, as they did so with full knowledge of said judgement,- There are some other small lots near said depot but who claims the same or whether they passed by the sale reported in this cause your orator is not informed; as to them he asks that a Comm. be appointed to ascertain and report, whether or not they were embraced in the terms of said sale, whether or not they have been conveyed if so when & to whom and whether or not your orator's judgement is a lien thereupon.

The object of this amended bill is to have the unpaid residue of said judgement enforced against the lands in deed of L. D. Fulkerson to the Louisville and Nashville Rail Road Company enforced

and so much thereof sold as may be necessary to pay the same, the rents and profits your orator alleges are insufficient to pay the same in five years, and there are no other liens upon said land known to your orator.

The said land so embraced in said deed to said Rail road Company, is not claimed by any one else nor has any one else any interest therein so far as your orator is informed.

The premises considered your orator prays that the Louisville and Nashville Rail road Company be made a party defendant to this bill and answer the same, but it need not do so upon oath that being waived - and on a hearing a decree be rendered enforcing said former decree

and lien upon said land and that a decree be rendered making sale of so much of land in said deed described as may be necessary to pay the same and attendant costs.

But if mistaken in this his special prayer for relief, then that all such other further and general relief be granted your orator as his case merits or he may in any way be entitled. And as in duty bound your orator will ever pray &c. May Supp. &c.

Prichard & Sawyer

P. 1.

C. E. Baylor

v. } Amended

Bill in Chy

L. & A. R. R. Co.

To the Hon. H. S. K. Morrison,
Judge of the Circuit Court for Co.

The amended and supplemental bill of your Complainant, George W. Gibson, respectfully showeth unto your honor that he heretofore exhibited in this court his original bill of Complaint against H. C. G. Richmond and L. D. Fulkerson; that at the June Term 1892 of your honors court the said defendants filed in said original bill, their joint answer, and therein alleged matters & things which were up to that time unknown to your Complainant and therein pointed out a mistake in his exhibit "A"; that at said term of your honors court to wit: an order was entered in said cause allowing your Complainant to amend and file at rules his amended bill, so so far as said original bill is consistent with this amended & supplemental bill your Complainant adopts and prays that the same to be considered herewith, as fully as if here repeated & set out at length. Your Complainant will further

represent and aver that said original bill was duly matured for the June term 1892 of your honors court; that as to exhibit "A" filed with said original bill, that at the time of its execution and up to the filing of said answer he was under the impression and believed that it covered his undivided interest in the Swamp as well as the cotton track of land, that it was ~~not~~ only a mistake in the preparation of said deed that the Swamp track was left out, as clearly will appear from an inspection of said exhibit.

As to the deed of W. F. Gibson at the time he filed his original bill your complt. states that he did not know, nor could have known that there was an defect in the certificate of acknowledgement of Mary J. Gibson, wife of W. F. Gibson, because the same from the time it was executed up to a few days ago, to wit, since the said June term of your honors court, was in the possession of said Defts. But your complts. will state that

said Defts. since the said June Term of your honors court has turned over to him said deed of W. F. Gibson & wife which deed has been acknowledged by said Mary J. Gibson and also properly signed and acknowledged by your Complt. and his wife Mary R. Gibson, which deed is here filed for consideration, & as to your Complt. as an escrow deed to be delivered to said Defd on the payment of the residue of the purchase money due him on his interest in the land mentioned in said deed.

Your Complt. will further assert and allege that said deed of W. F. Gibson & wife was returned over to your Complt. so that it could be assigned by your Complt. & wife jointly with W. F. Gibson & wife and is the deed prepared by Defts. themselves, and is unobjectionable to them in any way.

The matters & things set out in this amended & suplemental bill considered in connection with all the facts consistent in said original bill & proceedings therein your Complt. is advised as

he was in said original bill
that he has the first and only lien, to wit:
a vendors lien on
his said interest in said land
to the extent of the money still
due him thereon as aforesaid; &
that only a court of equity
can give him proper relief,
this prayer therefore is as was
in his original bill, that H. C.
F. Richmond & L. D. Fulkerson be made
parties defendants to this amended
bill, and that they be required
to answer the same, but they
need not do so on oath; that
on a hearing of this his cause
of complt. Judgment be given
your Complt. against said Defts.
for the amount of said bond
subject to the credits endorsed
thereon; and that if the same be
not paid in a reasonable time
a decree be entered herein direct-
ing a sale of said interest in
said land or enough thereof to
satisfy your Complts said debt
and the costs of this suit, And
that your Complainant may have
full and general relief, such as
the nature of his cause may

require. And he will ever pray
&c. May process issue &c

Pennington & Gains.

Tr. Pl.

George H. Gibson

vs. } Amended & ~~Supplementary~~ Bill

Fulkerson & Richmond

[illegible]

To the Hon W. J. Miller, Judge of the Circuit Court of Lee County, Virginia

The amended & supplemental Bill of C. E. Baylor to amended Bill filed by him against the Louisville & Nashville Railroad Company.

Your Orator, who humbly complaining would respectfully represent, that in obedience to a decree rendered in the above styled cause states that the defendant company in its answer alleges, that John W. Logsdon purchased the land in the amended Bill mentioned not for the said defendant company but for one Hattie A. Fulkerson. Of this fact your Orator was ignorant at the time of filing his said Amended Bill, He does not now admit it nor is he prepared to deny it.

And he is advised that if such is the fact that it in no wise changes the attitude of his case, he therefore by way of amendment repeats & reiterates his said amended Bill & calls upon the said Hattie A. Fulkerson to answer the same, to which end he prays that she be made a party defendant hereto

And for all other, further & general relief may upon issue &c. Pridemore & Lowe

C. E. Baylor
Amendment to
V. B. Amendis Bill

L & N R.R. Co et al

2

x

To the Honorable W.T.Miller, Judge of the Circuit Court for Lee County, Virginia:

George W.Gibson, Plaintiff.

vs.

H.C.T.Richmond et al. Defendant.

and. In Chancery.

C.E.Baylor Plaintiff

vs.

L.D.Fulkerson & others. Defendants.

Your petitioner, the Louisville and Nashville Railroad ~~Co~~ Company, a corporation doing business under the laws of Virginia, will respectfully show to your honor, that pursuant to decrees rendered in the above styled causes, certain lands in bill and proceedings mentioned, were on the 13th day of October 1894 sold , and at said sale C.E.Baylor became the purchaser thereof at the price of $3650.00.

Your petitioner will now show your honor that it is interested in the lands thus sold; that it had heretofore purchased from the said L.D.Fulkerson a strip of land out of said Gibson tract 600 feet long and 270 feet broad for right of way yard and depot purposes. This strip contsins 3.72 acres; It also obtained from the said Fulkerson at the same time the right to draw water for its tank from a large spring upon the 4 acre lot, together with the right to lay a line of pipes from said spring to said tank. These right are evidenced by the deed of L.D.Fulkerson which deed were made after ~~the xxi~~ various liens had attached to said land.

Your petitioner will further show your honor that upon this 3.73 acre tract of ~~x~~ land, it has erected at great expense the entire length of said strip its main track, two side tracks, its depot, and a large water tank; that it has laid its line of pipes at considerable expense from said spring to said tank.

In consideration of the premises petitioner asks to be made a party to said suit, and that it be allowed to come in,

and upset said bid, at which said C.E.Baylor purchased said land, and have a new sale thereof, so that it may protect its interest in the premises. Said petitioner asks that the sale made by E.W.Pennington to C.E.Baylor on the 15th day of October 1894 for both parcels of the land so sold be set aside and in the event it is so set aside, said petitioner agrees and binds itself to cause said land at a resale thereof to bring the sum of $4100.00, and as evidence of its good faith it files herewith a bond signed by its corporate name, with L. T. Hyatt, C. T. Duncan and H. C. Joslyn as securities, binding itself to cause said land at a resale thereof to bring the price of $4100.00 as aforesaid.

The prayer therefore of your petitioner is that said sale be set aside and a resale of said lands ordered. And as in duty bound &c.

Louisville & Nashville Railroad Co.
By Counsel.

Duncan & Hyatt
Attys for Petitioner

Geo W. Gibson

vs

H. C. S. Richmond et als.

and

Chancery

Chas. E. Baylor

vs.

L. D. Fulkerson et als.

Petition of L & H. R. R. Co.

Duncan v. Hyatt, p.d.

To the Honorable W.T.Miller, Judge of the Circuit Court of Lee County:

The Demurrer and answer of the Louisville and Nashville Railroad Co. to an Amended bill filed against it in this Honorable Court, by C.E.Baylor.

Respondent says that it is advised that complainants bill is not sufficient in law, to call upon it to answer in this honorable Court, but that there is good cause of demurrer thereto, and it demurs accordingly, and not waiving said demurrer, but relying and insisting thereon, should other and further answer be required of it, answering it says; that it supposes it to be true, that the said Complainant did on the 3rd day of September 1887, obtain by decree, a judgement against one L.D.Fulkerson for the sum of $1979.91, but of this it has no personal or peculiar knowledge and calls for full proof of the same.

Respondent likewise supposes that said judgement was rendered agaist the said Fulkerson, in his representative capacity, as the Curator of the estate of Charles Daugherty deceased, and that it is likewise true that said complainant was the surety of the said Fulkerson, in his official bond, as such Curator, and as such liable for the judgements so rendered against him and the said Fulkerson, but of this it likewise has no personal knowledge and calls for full proof thereof, Respondent does not know, and it has no means of knowing to what judgements complainant refers, as those for which he is bound, and he asks for proof of the same. Respondent supposes it is also true that the judgements aforesaid were docketed in the judgement lien docket in the Clerk's Office of the County Court of Lee County, at the time mentioned in said amended bill, but this is not a matter within its peculiar knowledge and it therefore demands proof of the same.

Respondent is informed, and admits it to be true, that the said Complainant filed his original bill, at the time stated in said amended bill, in this Honorable Court, the object of which was to enforce the lien of his judgement against the lands of the said L.D.Fulkerson, situated in this County.

It is further true that various proceedings were had in said

~~cause up to the~~

cause up to the 1st March rules 1893, when George W. Gibson, who claimed a vendors lien upon one of the tracts of land owned by the said L.D. Fulkerson, filed his bill the object of which was to enforce said lien, and thereafter said two causes were brought on to be heard together. Thereafter the causes progressed, until the 15th day of June 1894, as shown by the papers of said causes, when a decree was entered directing a sale of the said Fulkerson's lands, for the purpose of satisfying said liend, and a commissioner was appointed to execute said decree. By the terms of this decree said Commissioner was directed to sell the lands mentionin said two causes, "that is the said Fulkerson's house and lot and that part of the Gibson tract which he ~~is now~~ was then in possession of." The lands mentioned in said two causes are two tracts or parcels of land, the first of which is described to be a tract containing some three or four acres, on the south side of Indian creek, some 21 miles west of Jonesville, and conveyed to the said Fulkerson by R.M. Bales, by deed dated the 6th day of July 1875.

The other of said tracts is described and averred to be three fourths of a tract of land containing from 150 to 300 acres sold by George W. and William F. Gibson to H.C.T. Richmond and the said Fulkerson, and by the deed made by the said Gibsons to the said Richmond and Fulkerson, which is filed in said causes as an exhibit, it is shown that the land thus sold and conveyed, of which the said Fulkerson owned 3/4ths, is composed of four tracts or parcels the first containing 80 acres, the second 54 acres, the third 13 acres and the fourth ____ acres.

The said Commissioner acting under and pursuant to this decree, as is shown by his report, filed in the Clerk's Office of the Circuit Court of Lee County, in said causes, on the 23ond day of October 1894, proceeded to sell the lands therein directed to be sold, by first offering the same in parcels, first <u>the Gibson tract</u> for which the said Gibson bid the sum of $1500.00, and then the house and lot, for which Mrs. Hattie A. Fulkerson, the defendants wife, bid the sum of $1300.00. "Then your commissioner offered both the house and lotand <u>the Gibson tract</u> together and after a good deal of bidding, and after crying the sale for a long time

Chan

Charles E.Baylor bid the sum of $3650.00 for the house and lot and the Gibson tract,which bid was the highest and best received and consequently the same was knocked off to the said Baylor."

Your Respondent will now show your Honor, that after all these proceedings had been had, to wit, at the November term of your Honors Court 1894, it filed its petition allegeing an interest in the land thus sold, by reason of having purchased from said L.D.Fulkerson 3.72 acres of the Gibson tract thus sold by said Commissioner,and further asking to be allowed to upset said bid, and agreeing if bidding on said land was reopened that it would cause said land to bring at a resale the sum of $4100.00, this was done by Respondent for the purpose of protecting itself in its rights under the conveyances theretofore made to it by the said L.D.Fulkerson,and with the full understanding and belief, that said Commissioner had,as he reported,sold the entire Gibson tract. But before putting in said upset bid or in any way interfering with said sale,respondent by it Attorney,in Lee County Va C.T.Duncan,addressed a courteous letter to the Complainant in said amended bill,proposing to purchase from him in the event th the sale made by said Commissioner to him was confirmed the 3.72 acres conveyed to it by the said Fulkerson together with the water priveleges mentioned in said deed, to this the said Baylor responded,by letter,referring Respondent's said Attornry to A.L. Pridemore whom he said had full authority to act for him, but no where in said letter did the said Baylor disclaim or in any way deny the fact that all of said Gibson tract had been sold by said Commissioner,or that if said sale was confirmed that he would not be the owner thereof, All of which will more fully appear by a copy of the letter of Respondent's attorney to said Baylor and his reply thereto which are here filed Marked "A" and asked to be considered as part of this answer. After receiving said letter as respondent is informed,its attorney went to the said Pridemore and attempted to negotiate said purchase from him in the event said sale was confirmed to the said Baylor, but the price he named being more than said Attorney thought he ought to pay,nothing was accomplished and afterwards said upset bid was put in as a-

aforesaid. Said upset bid would not have been put in but for the fact that respondent understood the whole of the Gibson tract was sold by said Commissioner. And as respondent is informed, in the interview between its said attorney and the said Pridemore, the Agent and Attorney of the said Baylor, no intimation whatever was given to respondent's said attorney that the said entire tract had not been sold or that the said Baylor did not claim the same, but on the other hand it was clearly held out by said Baylor both in his letter, and in the naming of a price, by his agent and Attorney the said Pridemore, that he Baylor claimed to be the owner of it if said sale was confirmed. After the putting in of said upset bid as aforesaid, to wit, on the 17th day of November 1894, another decree was entered in said causes, setting aside the sale theretofore made to said Baylor of said lands, and directing said Commissioner Pennington, on some Court day, at the front door of the court house, to again offer said lands for sale or enough thereof to pay the said indebtedness mentioned and set out in the decree enterd in this cause at the June term 1894.

On the 30th day of January 1895, Commissioner Pennington, again offered said lands for sale, after advertising the same for more than 30 days, as he states in his report, and at this sale one John W. Logsdon became the purchaser, at the price of $4100.00, the said Logsdon in this purchase, while he was representing this respondent to the extent of seeing that said tract of land brought the amount of the upset bid theretofore put in by this respondnet, really purchased said land for Mrs. Hattie A. Fulkerson to the extent of that part of it not covered by the deeds of L.D. Fulkerson, Hattie A. Fulkerson, his wife, and R.M. Bales, to this respondent, this by the agreement between said Logsdon, Mrs. Fulkerson and your respondent, was purchased for it. Your respondent has not yet been able to get hold of one of the advertisements posted by the said commissioner but will endeavor to do so, but it has been informed that the said advertisements described said land as the 4 acre lot on which stood the dwelling house and that part of said Gibson tract mentioned in the deeds of the said Gibsons, conveyed to the said Fulkerson and Richmond

This sale to the said J.W.Logsdon was duly reported by said Commissioner to your Honor's court, by report filed on the 18th day of February 1895. In this report said Commissioner says that he sold the lands mentioned in said two causes, nowhere making any exceptions or excluding any part of said two tracts or either of them. Your respondent understood, and it is informed that the said J.W Logsdon understood that all of said two tracts of land was being sold. Otherwise as it is informed the said Logsdon would have refused to have become the purchaser at the price bid by him. In selling the whole of said Gibson tract, your respondent is advised that said Commissioner Pennington only performed his full and entire duty, as there is not one word in the pleadings or evidence in said two causes or either of them to show that the said L.D.Fulkerson was not in the possession of all and every part of the said Gibson tract of land as well as said four acre tract. And while the decree in the cause rendered on the 15th day of June 1894,directs said Commissioner to sell the house and lot and that part of the Gibson tract which said Fulkerson was in possession of,this in fact and in law was a direction,as respondent is advised,to said Commissioner to sell the whole of said tract,there being no evidene or pleading in said cause to show that he was not in the actual possession of said entire tract. And this is the way in which the said Complainant seems to have understood it,when being applied to,to know what he would charge respondent for the amount covered by its deeds from Fulkerson,if the sale to him was confirmed,he did not deny claim to it,but referred respondents attorney to his counsel for price &c.

The report of Comr.Pennington filed October 22nd 1894, shows that he sold the entire Gibson tract; the decree rendered at the November term required said commissioner to sell the lands theretofore sold by him, When we look to the advertisement under which said first sale was made we find that it was three fourths of the Gibson tract of land as shown by the deed of W.F. and George W.Gibson and their wives dated February 1st

Commissioner's Sale of Land.

By virtue of a decree entered on the 15th day of June, 1894, in the chancery causes of Geo. W. Gibson vs. L. D. Fulkerson and H. C. T. Richmond and C. E. Baylor vs. said Fulkerson, which two causes have been colsolidated, the undrsigned as special commissioner appointed for the purpose by the said decree, will offer for sale certain real estate of the said Fulkerson's hereafter described, at 12 o'clock noon on Monday, the 17th, day of September, 1894, in front of the court house for Lee coun'y, Va.

The said land consists as follows: First. The house and lot on which the said Fulkerson now lives, and is said to contain some four acres. Second. Some three-fourths of the land conveyed to said Fulkerson and Richmond by W. F. Gibson and wife and said Geo. W. Gibson and wife by deed dated Feb. 1st, 1893, and filed in the said cause of said Gibson vs. said Fulkerson and said Richmond. This and the said four acre tract adj ins each other. Or enough of the said land will be sold to satisfy the indebtedness of the said Fulkerson reported in the said causes and cost of suits.

TERMS OF SALE:—Said sale will be made for cash in hand, a sum sufficient to pay the costs of said two suits and the commissions of sale, and the remainder in three equal installments, payable in one, two and three years. For the deferred payments, the purchaser will be required to execute bonds with good personal security, with waiver of the homestead, and payable to said commissioner. Also the title to the said land will be retained until all the purchase money is fully paid.

This land will make a good home and farm for the buyer. There is not much better farming land in the county.

This the 15th day of August, 1894.

E. W. PENNINGTON,
Special Commissioner.

au 23 4t

1893, which is more fully shown by printed clipping from the Southwest Virginian of the advertisement of said sale, here filed as a part hereof marked "E". Said commissioner's report shows that he sold said entire tract, making no exceptions thereon. See the report filed Oct.22nd 1894.

The net proceeds of said sale , confirmed by the court, is $3863.00. The Gibson debt at the date of said sale amounted to $_____.___, leaving a balance to be applied to the complainant's judgment, and the other judgments standing on an equality there with as to priority, of $_____.___. Respondent is unable to tell exactly the amount of deficit between said net purchase price and the amount of said debts, but it denies that the same amounts to $2000.00.

Respondent admits that its depot water tank and main and side tracks to the distance or for the length of six hundred feet are built upon the strips of land conveyed to it by the said L.D.Fulkerson and wife and R.M.Bales out of the Gibson tract. These improvements and buildings were built in good faith and at large expense under a deed from the apparent owner of said lands with the full knowledge upon the part of said complainant that they were being so built. And respondent is advised that if it is mistaken in the fact that all of said land was purchased by the said J.W.Logsdon at said judicial sale, and that the sads strips of land conveyed to it by the said Fulkerson and others as aforesaid are liable to the lien of the complainant's judgment, then that the said judgment only attached to the land as it existed at the time of the conveyance to it, and not to the improvements put upon it by this respondent, and it is advised that this court may ascertain the same and if the same has not already been purchased for it by the said Logsdon, it is willing to pay the fair value of said land as it received it by conveyance from said Fulkerson and others. This it is advised is all that the complainant can, in fairness, ask, even if he could ask this much. No injury has been done him in any event, because the residue of said land outside of the strips of

land conveyed to it by said Fulkerson and others has by the improvements erected by this respondent been enhanced in value much more than the value of said 3 72/100 acres.

And now having fully answered, respondent prays to be hence dismissed &c.

Louisville & Nashville R. R. Co.,
By. M. H. Smith
Pres't

Attest:
J. S. Lee
Secy.

Duncan & Hyatt, p. d.

L & N. R. R. Co
ads
Aus.
C. E. Baylor.

Filed in open Court
and by leave thereof
Nov 9th. 1898.
A. B. Timmon, Clerk

To the Hon. J. S. K. Morison Judge of the Circuit Court of Lee Co.

The joint answer and demurrer of J. C. Richmond and L. D. Fulkerson to a bill filed in this Hon. Court against them by George W. Gibson.

Respondents say the pltffs bill is not good and sufficient in law and of this they pray judgment of the Court, &c &c.

But if any other or further answer be deemed necessary in answering they say it is true they executed the bond sued on, and the Orrelets thereon are proper all they claim.

And it is also true, that these respondents, purchased a parcel of land from George W. Gibson and William H. Gibson, and that purchase is fully shown by a title bond executed by the said purchasers on the first day of Sept 1878, and which fully shows that there was a certain parcel of land purchased, and for which the bond sue on was executed — A copy of this bond will be found filed herewith as part hereof, and the original now in the possession of these respondents will be set forth at any time produced for the inspection of the Court. They claim that Wm H. Gibson has been

the lands so sold as shown by said title bond. It is true the said Wm. F. Gibson had written out a deed & attempted to convey said lands, so far as your Respondents can see that deed properly describes the land set out in the title bond. But that deed is defective in form and has never been accepted by Respondents or either of them.

This deed bears date the first day of February 1883, and was therefore at a time when married women had to acknowledge deeds before two Justices of the peace. But in this so presented by them and which is acceptable if properly acknowledged, the wife of Wm. F. Gibson only acknowledges before one - for that reason alone it has not been ever without be accepted as and for said deed.

These respondents further state that while said purchase was made, the title bond taken and the note executed as and for a joint purchase, yet it was well understood that it was, to be held in severalty and a partition was in fact made, and it would be far more convenient to convey to each respondent the separate parcel held by each; but they do not insist upon this rigidly as

a right. But they do insist that the lenders Wm. H. Gibson and his wife and George W. Gibson and his wife shall all join in a proper deed to the respondents, and that until that is done, the respondents are not bound to pay the residue of the said purchase money. But when that is done they admit their liability therefor.

But as before stated said land has long been partitioned and Respondent Richmond has fully paid his part of the purchase money, and the said Fullerton and wife, on his part whatever may be still due and on his portion of said land is more than worth the balance. They are advised that a court of equity will first subject his portion, as the purchaser standing in the just relation of principal and security each for the other, so that should a sale have to resorted to they advised respondent Fullerton should be first sold, and for any deficiency the liability of said Richmond is fully admitted.

They deny that the plff has any right to a decree for sale or otherwise until they make and file a proper deed for the land sold. Respondent, their pleader, that they do not propose to pay

Richmond & Kilbourn

Aids } D. Hussey

Geo. W. Gibson

C.E.Baylor

vs.

L.D.Fulkerson

and

G.W.Gibson

vs.

H.C.T.Richmond and another.

In Chancery:

These causes came on again this day to be heard on the papers formerly read in said original causes, the Amended bill of C.E.Baylor making the Louisville and Nashville Railroad Company and Mrs Hattie A.Fulkerson widow of L.D.Fulkerson deceased parties to said amended bill, the answer of the said Louisville and Nashville rail road Company to said amended bill and general replication to said answer, the depositions of witnesses and was argued by counsel, and it appearing to the court that process had been duly served upon Mrs. Hattie A.Fulkerson for more than fifteen days before the first day of this term and that she has failed to answer or defend the same said amended bill is taken for confessed as to her. On consideration of all of which the Court is of opinion that under the proceedings had upon the upset bid of the Louisville & Nashville Railroad Company and the subsequent sale made of said land to J.W.Logsdon, that the strips of land previously conveyed to the Louisville & Nashville Railroad Company, by L.D.Fulkerson and wife, in the life time of the said L.D.Fulkerson, was sold along with the other part of said tract of land to the said J.W.Logsdon who appears to have purchased said strips of land for the said Louisville & Nashville Railroad Company; it is therefore adjudged ordered and decreed that said Louisville & Nashville Railroad Company take and hold said strips of land conveyed to it by the said L.D.Fulkerson and wife for depot and yard purposes free from the liens asserted against the same by the said C.E.Baylor, and that said amended bill be and the same is hereby dismissed. And it is futher adjudged ordered and decreed that the defendant, the said Louisville & Nashville Railroad Company recover of the plaintiff in said amended bill, C.E.Baylor, its costs about its defence in theis behalf expended, to be taxed by the Clerk for whih execution may issue. And it being suggested in said amended bill that the said L.D.Fulkerson in his life time had sold one or two lots to

some person or persons not mentioned the dismission of this amended bill is without predijudice to the said Baylor's rights to heree after assert the li en of his judgments against said lots should he be so advised . And all the matter and things in said origanal causes having been heretofore settled said causes are stricken from the docket.

C. E. Baylor

vs

L. D. Fulkerson

et al.

Geo W Gibson

vs

H. C. T. Richmond et al

Decree final

[illegible]

(10)

Entered this decree

Nov 9th 1897

G. W. Gibson

vs

H. C. T. Richmond et als

and

C. E. Baylor

vs

L. D. Fulkerson.

These causes came on again this day to be heard upon the papers formerly read and the report of R. L. Pennington, Special Commissioner, and deed filed therewith This day filed in open court, and was argued by counsel. And there being no exception to said report or deed it is adjudged ordered and decreed that said report and deed, be and they are hereby confirmed, but the confirmation of said deed and report, is not intended, and shall not to effect in anyway the litigation now pending between C. E. Baylor, the Louisville & Nashville railroad Company, or J. W. Logsdon the purchaser of said land, on the amended bill filed by said Baylor in said causes. It is further ordered and decreed that said

Geo A Lebanon
vs
A. C. T. Richmond et al
and
C. E. Bugbee
vs
L. D Fulsterson

Decree
Ell C.D.B., 5-17.

(6)

Enter this Decree.
[illegible]
March 4th 1897

Dec'd

L. D. Fulsterson pay to the said
C. E. Bugbee the sum of dollars
for retaining said deed, and
said cause is concluded.

C. E. Baylor
against
The L & N Railroad Co } In Chy.

This cause came on this day to be heard upon the amended Bill of the Plaintiff, the answer of the Defendant & replication thereto was argued by Counsel. And it appearing from the answer of the defendant Company that Hattie N. Fulkerson has an interest in said cause, the Plaintiff is ordered to amend his Bill & make her a party thereto & the amendment being made at Bar process may issue thereon & the cause is continued.

(7)

C. E. Baylor

vs Deere

L & N R. R. Co

Nov 7. 1895

C. B. P. 276

Enter this

Nov 13th 1895

R. E. Baylor pltff
against
L. & N. R. R. Co deft } On Amended Bill –

On the motion of the pltff made in open Court ~~of~~ in the Chancery Cause of himself against L. D. Fulkerson and George W. Gibson against the same, two Chancery Causes heretofore brought on to be heard together, and now pending in this Court, the said pltff R. E. Baylor has leave to file his amended and supplemental Bill therein making the Henderson & Nashville Rail Road Company a party defdt and the same is this day accordingly filed, and process may issue thereon. And no further action being necessary the cause is continued.

(6)

L. E. Bayler

vs Deere

L. & N. R. R. Co.

June 7. 1895

(1)

Entered in Dry Order Book Page 239

Entered this June 14 1895

C.E.Baylor Plaintiff.

vs.

L.D.Fulkerson et als. Defendants

and. In Chancery.

George W.Gibson Plaintiff

vs.

H.C.T.Richmond et als. Defendants.

These causes came on again upon the papers formerly read therein, and the report of E.W.Pennington, special commissioner, and exhibits therwith, filed in said causes on the 18th day of February 1895, and was argued by counsel. And it being suggested that since the last decree was entered in said causes, that L.D.Fulkerson has departed this life, intestate, and that letters of administration on his estate have been granted to Hattie A.Fulkerson; and it appearing to the court that the said L.D.Fulkerson left surviving him the following children, his heirs at law, to wit: Walter C., Clarence E., Robert J., Arthur P., Kittie M., William D., Werdebaugh H., Samuel H., and Nathaniel C. Fulkerson, to whom his real estate descended; On motion of the said Hattie A.Fulkerson, administratrix, and by her consent, said causes are revived against her, and said heirs at law. And thereupon the said Walter C., Clarence E., Robert J., and Arthur P. Fulkerson who are over the age of twenty-one years, appeared by their counsel, and waived process and consented to the revival of said cause against them. And it appearing to the Court that Kittie M., William D., Werdebaugh H., Samuel H., and Nathaniel C.Fulkerson are infants under the age of twenty-one years, the Court doth appoint L.T.Hyatt guardian ad litem whose duty it is made to appear for and protect the interests of said infants in said causes; and on motion of said L.T.Hyatt leave is granted him to file his answer as guardian ad litem, and the same is thereupon filed in open court. And it appearing to the court that the report of E.W.Pennington, special commissioner, has been filed for more than ten days befor

the first day of this term of the court, and that no exceptions have been filed thereto, or to the sale made by said commissioner Pennington, and therein reported; On consideration of all which it is adjudged, ordered and decreed that said report and sale be and they are each hereby confirmed. And it further appearing from the report of Commissioner, Pennington, that he has paid to those entitled the costs as taxed by the Clerk it is adjudged ordered and decreed that said payments be and they are hereby approved and confirmed. It is further adjudged, ordered and decreed that said commissioner Pennington proceed to collect the notes executed to him for the purchase price of said land as they severally fall due, and he will pay ~~them~~ out the same to those entitled thereto according to their respective priorities. And it being suggested that the purchaser of said land might desire to pay off said notes before they become due, and should he desire to do so, said commissioner Pennington will receive the same from him with interest thereon up to the time of payment, receipt for the same, and pay it out as herein above directed. Said Commissioner will report his action under this decree from time to time to this court, and this cause is continued.

57

Lt. H. Wilson
[illegible]
Lt. [illegible]

O/B.

Passport

Entered
March 12 1895
[illegible]

C.E.Baylor,.....Compit.

vs.

L.D.Fulkerson et als..... Defts.

and

George W.Gibson

vs.

L.D.Fulkerson & H.C.T.Richmond ...Defts.

These causes which were heretofore ordered to be brought on to be heard together, this day came on again to be heard on the papers formerly read therein ,and the report of the sale of the land by commissioner, E.W.Pennington, filed herein on on the 22nd day of Oct.1894, and the petition of the Louisville and Nasheville Railroad Company,a corperation doing buisness under the laws of Virgia ,with its bond filed therewith,praying that the report of said sale said report be not confirmed and that the biddings again be opened; On consideration of all which said sale of said lands made by said Commissioner Pennington, to C.E.Baylor is hereby set aside; and as said petioner makes good and sufficient bond binding itself at a resale of the same to make said bond bring the sum of $4,100 .00,it is adjudged ordered and decreed that the said E.W.Pennington, on some court day at the fron door of the Court House of this County,will again offer the said lands for sale or enough thereof to pay the said indebtedness mentioned and set out in the decree entered in this cause at the June term of this court,1894,. He will make said sale at public outcry to the best and highest bidder,on a credit of one,two and three years time,counting from the 15th day of Oct.1894,except a sum sufficient to pay the cost of these suits and the commissions of sale,he will require to be paid down by the purchaser. For the said deferred payments he will take bonds payable to himself with good ~~personal~~ securety,and bearing interest from the said 15th day of Oct.1894, ~~which bonds will be~~ when due the

and if said debts are not paid in 20 days from the entry of this court

commissions to be paid to him by C.E.Baylor and the additional costs

~~he will proceed to collect~~. Before making such sale he will advertise the time ,terms and place of sale for thirty days by written or printed notices posted at the front door of the court-house of this county, and in the neighbo-rhood of the said lands; at such sale he shall accept no bid for less than a sum of $4,100.00, the upset bid of the said Rail Road Company . But before entering upon the duties imposed by the terms of this decree, the said Pennington will execute bond before the clerk of this court, in a penalty of $8,000.00, conditioned to faithfully account for all moneys that may come into his hands by reason of his appointment therein. And he will report his action to court. And the said E.W.Pennington is hereby directed to turn over and deliver to the said C.E.Baylor the three bonds executed by him, and reported in the report filed herein on the 22nd day of Oct.1894. And this Cause is continued.

4

C E Bayer et al

vs. } Deere favor

L. D Fulkerson

Collection Clg

C A B. Tingle Atty

Entered this

Nov 17, 1894

W. T. M.

Geo W. Gibson, Complt.
vs.
H.C.Richmond & L.D.Fulkerson Defts.
and
Charles E. Baylor Complt.
vs.
L.D.Fulkerson et als. Defts.

These causes came on again this day to be heard upon the papers formerly read therein, the report of Comr. J.A.Hyatt and exhibits "O" and "X)Y" filed therein and exceptions thereto numbered "1" "2", "3", "4",and "5" and was argued by counsel: On consideration of all which and for reasons appearing to the Court all of said exceptions are hereby overruled, and for reasons appearing to the Court it is adjudged, ordered and decreed that the said report of said Comr. Hyatt filed herein on the 25th. day of May, 1894, and statement "Y" filed therewith be confirmed; and that said Geo. W. Gibson do recover from the said L. D. Fulkerson and H. C. T. Richmond the sum of $959.76 with legal interest thereon from the 1st. day of October, 1889, till paid and the costs of his said suit; that Charles E. Baylor do recover fron the said Fulkerson the sum of $1979.91 with legal interest thereon from the 25th. day of August, 1886 till paid, subject to a credit of $90.00 as of Sept., 1st., 1889 and the costs of his said suit; that A.L.Pridemore do recover from the said Fulkerson the sum of ~~$100.00~~ 146.67 with legal interest thereon from the ~~25th.~~ on one hundred day of ~~January~~ August, 1894 till paid and ~~$2.57~~ $2.57 costs; that A. Edmondson guardian for all the heirs of H.W.Edmondson the sum of $$227.99, with legal interest thereon from the 28th. day of May, 1888, till paid, and ~~$52x~~ $5.21 costs that A. Edmondson do recover from the said Fulkerson the sum of $143.30, with legal interest thereon from the 26th. day of May, 1888, and $3.45 costs; that the Bays children do recover from the said Fulkerson the sum of $32.02, with interest thereon from the 25th/ day of August, 1886, till paid, and 1.69costs; that the heirs of Elizabeth Green do recover from the said Fulkerson the sum of 192.22, with interest thereon from the 25th of August, 1886

till paid and 1.69 costs; that A.L.Pridemore do recover from the said Fulkerson the sum of $~~100.00~~ 154.52 on 105.00, with interest ~~thereon from the January~~ from Jan'l 1st., 1894 till paid and the sum of $44.55 costs; that the officers of the court as shown in a decree entered in the Circuit Court of this County on Sept., 5th., 1889 do recover from the said Fulkerson the sum of $76.60; that the Citizens Bank and Trust Company dom recover from the said Fulkersom the sum of $477.40, with interest on $434.00 a part of the said sum of $477.40 from the 2nd. of May, 1892 till paid and interest on $43.40 the sa residue of the said sum of $477.40 from the 12 of Oct., 1892 on $7.51 costs till paid; that Eliza A. Taylor do recover from the sid Fulkerson the sum $432.00 with interest thereon from the 22nd of May? 1892, till paid and $8.04 costs; that as to the sureties and endorsers of the said Fulkerson on certain notes mentioned in a deed of trust dated Dec., 19th., 1892 ~~do also recover from the said Fulkerson the sum of $2614.65 with interest thereon from the 1st., day of July, 1893 till paid on $1654.65 part of the said sum of $2614.65 and interest on $400.00 from the another part of siad sum of $2614.65 from the 4th day of Sept., 1892 till paid, and interest on $250.00 another part of said Sum of $2614.65, and interest on $300.00 the residue of the said sum of $2614.65 from the 11 day of February? 1893,~~ No decree is here made as to their respective rights herein, but all funds arising from the sale of the land herein after decreed to be sold shall be paid to any owner of mortgage mentioned in the a further order of this Court. That Jane Fulton do recover from the said ~~so~~ Fulkerson the sum of $319.32, with interest thereon from the 9th. day of Sept 1891 till paid and $8.56 costs; and that Maggie J. Carnes do recover from the said Fulkerson the sum of $500.00 with interest thereon from the 16th. day of Sept., 1890, till paid and $7.96 costs. For the five claims or debts next following the first two of the foredoing debts or recoveries the Court doth reserve unto the several parties to whom said debts are in favor of., no decree ~~so as~~ effect any rights they or either of them may have against said Baylor said Fulkerso's surety thereon. And the Court

doth further adjudge, order and decree that unless said several recoveries are paid to the respective parties to whom they are decreed to be paid within sixty days from the adjournment of this Court, then E. W. Pennington, who is hereby appointed a special commissioner for the purpose will after advertising the time, terms and place of sale in some news paper published in this county for ~~thirty days~~ twelve and by posting written notice of the time terms and place of sale thirty days, ~~then~~ proceed to offer for sale the land in the said two causes mentioned, that is said Bullitsam to have & Lot & that part of the Robson Grant, at the front door of the Court-house and on some Court day to the best and highest bidder and at public outcry, on a credit of One, two and three years time, except a sum sufficient to pay the costs and commissins of sale he will require to be paid down, and for the deferred payments he will take bonds payable to himself and require of the purchaser good and personal security. But before the said Pennington shall proceed to execute the terms of this decree he will execute bond before the clerk of this Court with approved security in a penalty of ~~$7000.00~~ Thousand. And he will report his action to this Court.

M E M O R A N D A: It being suggested to the Court that the defendant Fulkerson feels himself aggrieved by the terms of this decree he prays that the execution thereof be suspended, which is ordered to be done for a period of sixty days, on condition that the said Fulkerson or some one for him shall execute bond before the Clerk of this Court in a penalty of $300.00 conditioned as the law directs in such cases. And this Cause is continued.

(3)

Geo H. Gibson
vs } Decree
L.D. Fulkerson et al

Ent on Chy Cir Book P. 40

Enter this
June 15 1844

Chas. E. Baylor
vs.
L. D. Fulkerson et al. } In Chy.
&
Geo. N. Gibson
vs.
L. D. Fulkerson et al. } In Chy.

These causes came on this day again to be heard upon the papers formerly read therein, the report of Comr. J. A. G. Hyatt filed June 3rd, 1893 and statement "L" therewith filed, the exceptions of L. D. Fulkerson thereto Numbered 1, 2, 3, 4 & 5th, and was argued by counsel. On consideration of all which, and for reasons appearing to the court, exceptions No. 1, not being now insisted on, withdrawn & No. 5 passed ~~ruled~~ and exceptions 2, 3 & 4 are sustained. It is therefore adjudged ordered and decreed that said report of said Comr. Hyatt be and the same is hereby committed to him again and he is instructed and directed, as early as possible, to give to each of the resident pltffs. and defts. 20 days notice of the time, place and purpose of his sitting,

and he will retake, re-state and re-ascertain all liens then existing against the real estate of L. D. Fulkerson, the amount and time from which each draws interest, to whom due and their priorities, and he will report any other matter deemed pertinent by himself or requested by any of the parties to be stated. He will report his action to this court and this cause is continued.

" " "

Chas. E. Burton

vs. Decree

L. D. Fulkerson et al

+

Geo. W. Gibson

vs. Decree

L. D. Fulkerson et al

E. C. D. Clerk

March 15th 1894

A. B. Murray Clerk

Entered this

March 15, 1894

A. B. M.

G. W. Gibson Complt.

vs.

H. C. T. Richmond et al Defts

In Chancery

This cause came on again this day to be heard upon the papers read in the cause and the amended bill of said Complt. and exhibits filed therewith. And it appearing that process in said amended bill has been duly served upon said Defts. for more than 15 days before the first day of this term of the court and they failing to answer the same, and by consent of all the parties to this cause.

It is ad-

judged, ordered and decreed that said Complt has a vendors lien upon the lands in the bill mentioned and shall recover from said Defendants the sum of $1879.52, with legal interest thereon from date paid from October 1st 1887, subject to a credit of $996.15 as of Oct. 2nd 1888, and of a credit of $112.70 as of Oct. 1st 1889 and [illegible] of this

[illegible] If said sum of money & the costs of this suit be not paid in 20 days from this date, then A. M. Gaines [illegible] is hereby appointed a special commr for the purpose with, after advertising the time, terms & place of sale for 30 days by written or printed notices posted in the neighborhood of Lewis depot, and at such other places as the many dem[illegible] purposes will, at the Court house of Lee County, [illegible] on some Court day, to the highest bidder and [illegible]

to see that portion of said land, or so much thereof as may be necessary to pay said debt & the costs of this suit, that is now in the possession of said L. L. Fulkerson, but if said Fulkerson's portion of said land be insufficient to pay said debt & costs, at the same time & place he will also see enough of the portion of said land which is in the possession of said Richmond. At such sale he will require one-third of said debt and the costs of this suit to be paid down and the residue on a credit of six months, bearing interest from date of sale and for such deferred payments he will take bonds of the purchaser with good security. But before entering upon the duties herein required of him, he will execute bond before the Clerk of this Court in the penalty of [illegible]

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	
32	

Enter this
Yearly

Charles E. Baylor — Pltff
vs. — In Eqy
L. D. Fulkerson & others — Defts

On calling this cause at the present term, it was announced at the bar, that there were other judgt. creditors, and persons holding liens against the deft L. D. Fulkerson in addition to the judgt sought to be enforced by the plaintiff by his bill and that such other parties desired to have their claims enforced in this suit It is therefore ordered that John A. G. Hyatt who is appointed a commissioner for the purpose, do take and state an account, showing the sums due the several creditors from the deft L. D. Fulkerson which operate as liens on his real estate in the bill mentioned, the nature of such lien, how evidenced and the order of their priority if any, and he will report his action to the court and the cause is continued.

(1)

Charles E. Baylor

vs. } Decree No. 1

L. D. Fickenscher et al

Entered O. B. Page
435 March 7 1893
J. A. G. Hyatt C

Entered this decree
March 7 1893
H L K M

George H. Gibson Complt.

vs.

Richard Whitman Defdt.

} Ejectment

This cause came on this day to be heard upon the bill of the complaint and the bill filed therewith, and the answer of the defendant, and this day being by leave of the court; proof was, the position of the plaintiff the court doth grant the prayer of the bill and decree to the plaintiff the possession of the premises in question and costs, and this cause is dismissed.

[illegible]

[illegible]

that said Chas. L. Boston institute
his action for possession from the Land
Office decision against said C. L. Boston
Houston in the amount of $1000.00 with
legal interest thereon from August 20
1888 till paid and for costs of partition
further prayed the intervention to
have set aside the last final testimony from
Nelle Mitchell from the time stated
to the other heirs intervenor intervenes
the contested Mitchell, and said
[illegible]

Credit the within Decree of Baylor vs L. D. Fulkerson the sum of $90-00 as of Sept 1st 1889.

(F.B.)

S

Virginia
Lee County, to wit;

I E. W. Remington, do hereby make the following statement under oath: that no arrangement was perfected with me or with me and my partner, Mr. Goins, as attorneys for Mr. George H. Gibson in the Chancery cause of Geo. W. Gibson vs. H. C. T. Richmond and L. D. Fulkerson now in the circuit court of Lee County, Va., whereby the debt of said Gibson in said cause was to be assigned by said Gibson to the Bank of Shawanee. Such a thing was talked about at the March term, 1893 of the circuit court, but was not perfected. Had we got a judgment for this debt and a decree for the sale of the land and the money had been paid by said Bank I imagine we would have had it assigned without recourse to it. As I understood it judgment for debt and decree for sale of land was a condition precedent, and

by Mr. Protection [illegible] Mr. Fulkerson

to any assignment or payment of money on said claim, and as no judgment and decree was obtained that ended the whole matter as between Mr. Gibson and Mr Richmond or Mr. Gutterson back. This the 17th day of Nov. 1893.

E. W. Pennington

The above statement was this day sworn to before me the undersigned. Given under my hand this the 17th day of Nov. 1893

Henry C. Joslyn J.P.

This day A. M. Goins personally appeared before me and made oath that the facts stated in the above affidavit of E. W. Pennington are true and are the same as he would put in a seperate statement if written out by him.
Given under my hand this Nov. 17, 1893,

Henry C. Joslyn J.P.

Ed. W. Pennypacker

Affidavit.

Virginia Lee to wit.
This day A C T Richmond personally
appeared before me the undersigned
and made oath that he was one
of the Directors of Bank of Shawanee
at the time of meeting of said Board
of Dir. Bank of Directors
prior to the execution of Deed in
Trust by L D Fuckman & wife
to said Bank for certain note
due by said Fuckman & others to
said Bank. — The said Board at
that meeting voted to take said Deed
in trust — and appointed P. G. Fuckman
to go to residence of L D Fuckman
and secure said Deed in Trust.
Mr P. G. Fuckman did come &
get said Deed and it was to run
to the 1st January 1894 — At the time
an agreement was made with
L D Fuckman by P. G. Fuckman for
Bank that the two Bank would
pay a debt due by L D Fuckman
to G. W. Gibson for balance purchase
on land — if the Bank could
be substituted for Geo. W. Gibson
this being an inducement for
L D. Fuckman to execute said trust —
that the debt of Gibson would not
trouble Fuckman til the deed in Trust —

become due - at request of C. T. Fogg
Cashr. of said Bank - I came to
Accounts when it was expected
Gibson would get Judgement -
I had Conversation - with Pennington
& Gains and they said they would
have Gibson to assign without recourse
his Judgement - obtained in court
I wrote the Bank the said Cashier
wrote me to arrange the matter
for the Bank and draw on Bank
for the amount. I went
home with the understanding with
Mr Gains as soon as court was
over he would come down
and have Gibson to make the
assignment and I to give him
Draft on Bank for Amt of Gibsons
debt &c. Given under my hand
this 16th day of November 1893 -

D. P. Sewell
Not. Pub.
for Lee Co Va

L. D. Fulkerson
Asst Cashier
Bank of Shawnee

The deposition of C.E.Baylor et als. taken on the 12th day of October 1896, by greement as to time, without notice, which are intended to be read as evidence on behalf of C.E.Baylor on an amended bill filed in the chancery cause of C.E.Baylor vs.L.D.Fulkerson et als. and in which amended bill said C.E.Baylor is plaintiff and the L.& N. R.R.Co.is defendant, and this agreement only extends as to C.E.Baylor and the L.& N.R.R.Co., Mrs.Fulkerson not being present or represented

Said C.E.Baylor, being sworn, deposes and says:--

Ques.1. by A.L.Pridemore, his counsel.--Was you present at the sale of the lands of L.D.Fulkerson, made by E.W.Pennington, Commissioner, on the upset bid of $4100.00 put in by John W.Logsdon, on your prior bid of $3600.00? If you answer, yes, state whether or not you heard A.L.Pridemore then acting for Mrs.Fulkerson enquire of said Commissioner, while he was crying the bid of the said John W. Logsdon, what land he was selling, "Did he intend to sell all the land which Mr.Fulkerson owned, or did he exempt therefrom such as the said Fulkerson had prior to his death, conveyed away by deed? If you answer that you did hear said enquiry, or like words, state what the said Pennington said in reply thereto, if he said anything?

Obj.--This question and any answer thereto is objected to because it is immaterial, and irrelevant, The report of the commissioner, as to what he sold, being the best evidence thereof.

C.T.Duncan, Counsel &c.

Answer.--I was present at the sale indicated in the question. I heard said Pridemore ask Mr.Pennington, "What are you selling?" Mr.Pennington asked him what he wanted to know for. Said Pridemore replied, "I am representing Mrs.Fulkerson." Mr.Pennington then said that he was selling such property as Mr.Fulkerson owned. Mr Pennington further said Fulkerson had made some deeds to the property down there, and that that would have to be fought out between the purchaser and the creditors.

Cross-Examined

Ques.By Defendant L.& N.R.R.Co. What did Mr.Pennington Comissioner represent that he was selling,at the time you were a bidder for said lands, and please state what you understood you were purchasing when said land was knocked down to you?

Ans.--My understanding was that he was selling the Gibson tract of land, except such as Fulkerson had deeded away. I understood that I was purchasing the tract of land that Fulkerson had bought from Gibson.and Richmond.

Ques.2.--Then you understood that you were purchasing the entire tract of land purchased by Fulkerson from Geo.W.Gibson and H.C.T. Richmond, did you.

Ans.--Yes, except so much as he had deeded away was my understanding.

Ques.3.--Did you receive a letter from C.T.Duncan, Attorney for the Defendant, the L.& N.R.R.Co, dated October 25th 1894, proposing to purchase, if the sale was confirmed to you, the land that had been theretofore conveyed by L.D.Fulkerson out of the Gibson and Richmond tract to said Railroad Company?

Obj.--The foregoing question is objected to because irrelevant and immaterial, there being no evidence to show that said Duncan was authorized to make such proposition, and no reason to believe the said Railroad would make said purchase. And besides the letter referred to does not make a proposition on behalf of said railroad, and was made before said sale was confirmed.

Pridemore, for plff.

Ans.--I did receive a letter of the date stated, and herewith file the same marked letter together with my reply thereto just handed me by Judge Duncan, marked "Letters" They speak for themselves.

Ques.4.--If you did not regard yourself as the purchaser of that land why did you refer Mr.Duncan to Col.Pridemore for your answer, and for an adjustment.of the matter?

Ans.--Because he was my counsel in the case.

Ques.5.--At the time of the first sale, at which you were the bidder, did commissioner Pennington except any lands, and if so, what lands?

Ans.--He said he was selling what lands Mr.Fulkerson had title or right to,was what I understood. He did not designate any particular lands that he excepted.

Re-examination.

Ques.1.--Did you understand in either of Mr.Pennington's sales

that he offered for sale and proposed to sell the Louisville and Nashville Railroad's depot and its railroad track then standing and being dailey used by the said road at Ewing, over and across said tract of land?

I did not understand that the railroad interest was being sold.

And further this deponent saith not.

Chas E. Baylor

A.L.Priderore, another witness of lawful age, being duly sworn deposes and says:

Ques.1.--Please state all you may know concerning the sale of the lands formerly belonging to L.D.Fulkerson,known as the Gibson-Richmond tract,?

Ans.--At the time of the first sale of these lands I was Attorney for L.D.Fulkerson and had been for some time before, but not representing him in the debt asserted by Mr.Baylor. As the time of the first sale approached, Mr.Fulkerson had reached a very low state of health, and was greatly worried as to the sale of his home, and insisted that I should stand by while the sale was being made and represent his interest. I did so, and was present at the first sale when Mr.C.E.Baylor bid off the land. I do not remember at what price. Nor do I remember very much that was said by the commissione making the sale, but I do remember that he did not mention the fact that he was embracing in his sale the railroad property. I watched that point carefully, and for that and some other reasons, I do not now recall what they were, I was positive, in my opinion and so told Mr.Fulkerson that unless someone put in an upset bid the sale could be set aside. This seemed to satisfy him as it gave him some more time Before this sale was confirmed ~~Mr.Lagsdonnaaax~~ the Louisville and Nashville Railroad Company filed its up-set bid, proposing to pay the price of $4100.00 for the land sold.

When the lands were advertised the second time for sale Mr.L.D. Fulkerson was not present, that is, he was not over at the Courthouse where the sale was made. I attended that sale also, as I did the fi first, mainly in the interest of Mrs.Hattie A.Fulkerson, L.D.Fulkerson's wife, who desired to purchase the land if she could do so. And

she left the propriety of ~~that purchaser~~ her bidding in the land largely to my judgment, acting both as attorney and friend. At one of these sales, I am not positive which, but most likely the first one, I asked the commissioner while crying the sale to please state what land he was selling. He said, "The L.D.Fulkerson land, known as the George Gibson tract." I insisted on his stating whether or not he was selling such pieces of land as Mr.Fulkerson had deeded away, some of them several years ago, He made evasive answers in a laughing and jocular manner, and finally s tated that he was selling just such land as L.D.Fulkerson had, and the lands that he had deeded away would be a question for the purchaser and the creditors to fight out among themselves. I mentioned the railroad lands, and wanted to know if he was including them in his sale, to which he would not directly reply, but said he was selling the lands of L.D.Fulkerson. I had been informed by Mrs.Fulkerson that in addition to the railroad lands that there were two lots at least that had been sold by Mr.Fulkerson as town lots at Ewing, and that there were some small plank houses on one or more of them, I think, on two, and that if she could get those lots and the sale passed the railroad's interest, she was willing to go over the $4100.00, otherwise, at that time she thought best not to do so. I then thought, and I still think, that Mr.Pennington did not offer or pretend to sell the ~~xx~~ railroad's interest, and so I did not bid for her at the up-set sale.

About the date of Oct.26th 1894 I received the letter written by Judge C.T.Duncan to Mr.Baylor, dated Oct.25th of the same year and just filed with Mr.Baylor's deposition, accompanied by his letter dated October 26th which I here file. Taking his figures that there was about $5400.00 that would have to be paid, and for which I understood Mr.Baylor would in some way be liable, I deducted his bid of $3600.00 and saw that his bid would fall short of that sum by $1800.0 In a short time, within a few days anyway, after I received that letter, I saw Judge Duncan on the streets of Jonesville and we had some conversation looking to a settlement of the matter, and my best recollection is that I said to Judge Duncan, as a proposition, that I woud advise Mr.Baylor to take $1000.00 should the sale be confirmed to him which I understood to be an acquittance by Mr.Baylor if accepted of

any claim that he might have against the Railroad property. I am unable to recall any particular words that Judge Duncan used, but I am under the impression that I understood from him that he would not recommend it at that figure. The next I heard of it was the up-set bid by the railroad. I desire to file the letter of Mr.Baylor above referred to along with this deposition.

Cross.Examination.

Ques.1.--On what grounds did you think the first sale could be set aside unless an up-set bid was put in?

Ans.--I don't remember it all, perhaps not the more iportant pat of it, but I do remember that I thought it would be error to sell the Railroad's land without making it a party, as also the parties claiming the town lots. The sale out-side of that, I conceived to be entirely indefinite, and I should have made that the grounds of exceptions to the commissioner's report, if the up-set bid had not been put in.

Ques.2.Would not the same facts and the same grounds of exceptions apply to the second sale as well as to the first?

Ans.--I presume so.

Ques.3.--At the second sale, did Mrs.Fulkerson in any way propose to purchase the land?

Ans.--I think so; she left it to me. If the sale carried the Railroad property she wanted to bid; if the sale did not carry the Railroad property she did not want to bid.

Ques.4.--Do you not remember the fact , and did not Mrs.Fulkerson tell you, before the second sale was made, that if it was purchased by the R.R.Co.or any of its people, that the purchase was made for her?

Ans.--She did not, but upon the contrary, she asked me to watch as carefully as I could what the railroad people did; that they professed friendship towards her, and had befriended her, but that she wished me to see to it that they got no advantage of her, and that was was the reason why she particularly desired to know my best judgment as to whether the railroad property would, or would not, be included in the sale. Basing that judgment upon what occurred at the sale, I did not then, nor do not now, believe the railroad property was includ

cluded in the sale. I wish to state my reasons for that opinion. I made as careful enquiry as I could as to the piece of land owned by Mr.Fulkerson, proposed to be sold, and outside of the Railroad property and the town lots, having also examined it personally myself, with a view to bid for it, I regarded the tract as well worth $4100.0 independant of the railroad's property. And with the railroad's property I will give $6000.00 for it to-day.

Ques.5.--Do you mean by that that you ~~will~~ would give $6000.00 for ~~the~~ that tract of land without the Railroad's improvements on it, or do you include the improvements as constituting a part of the consideration of the $6000.00?

Ans.--I said the Railroad's property, by which I meant the whole of its property, improvements or otherwise, then situate and being on said tract.

Ques.6.--Did you not understand from C.T.Duncan's letter to Mr. Baylor, and from the conversation which you have detailed as having had with him, that he understood that the whole of the Gibson tract of land had been sold including the property theretofore conveyed by Mr.Fulkerson to the Railroad Company?

I could not say what Judge Duncan understood to be the property conveyed by said sale, but I did understand him in the conversation we had to insist that that was the case, but I thought that, as well as the Judge's letter, was a claim made in the interest of his Company, and that sush claim was not good, in fact, or legally deducable from the circumstances of the sale. As to the letter it speaks for itself, and independent of my knowledge of the fact that Judge Duncan was attorney for the L.& N.R.R.Co., I do not think the letter in question would inform me who he was making the offer for.

If I have not made it plain, I mean to say that I don't pretend to know what Judge Duncan's thoughts were as to what was sold. He claimed that it was all sold and argued it in the conversation I had with him, but I wish to state here that in the settlement of a legal matter with a lawyer on the opposite side of a case from myself, I do not understand that his private views and understandings is to be considered.

Ques.--Did you, in that conversation, claim, or in any way intimate, to Mr.Duncan, that the whole of that land had not been sold to Mr.Baylor?

Ans.--I can't remember that I did, or did not, at that time.any question that might have arisen as to the validity or invalidity of said sale as between Mr.or Mrs.Fulkerson my duty as plainly stated to Mr.Baylor would have been on the side of the Fulkersons. I think it is probable that I did not approach or discuss that question. I was endeavoring to settle the matter so that it would be agreeable to the Fulkersons and Mr.Baylor. If there had been no up-set bid, I should have made the best effort I could to have the sale to Baylor set aside. Such was the desire of Mr. and Mrs. Fulkerson.

And further this deponent saith not.

A. L. Pridemore

Virginia, Lee County, to wit:--

I, J.A.G.Hyatt, Commissioner ~~for~~ in chancery for the Circuit Court of Lee County, do certify that the foregoing depositions of C. E.Baylor and ~~L~~.A.L.Pridemore, were duly subscribed and sworn to before me, in my County aforesaid, at the time and place and for the purposes in the caption mentioned. Given under my hand this the 12th day of ~~June~~ Oct.1896.

J. A. G. Hyatt

Comr.in Chy. &c.

—MANUFACTURER OF—
SADDLES,
BRIDLES,
HARNESS
AND
LEATHER.

—OFFICE OF—

C. E. BAYLOR,

—DEALER IN—

GENERAL MERCHANDISE.

COUNTRY PRODUCE A SPECIALTY.

Boon's Path, Lee Co., Va., Oct 20th 1894

Hon C. T. Duncan
Jonesville Va

Dr Sir

I have yours relative to the L D F land & C

I have referred the matter to Col Pridemore, as my Atty in the premises All I ask or want, is to be made whole in the matter, I have lawed & waited now 10 years or more in this case & can't afford now to suffer, & If you can compromise the debt with Col P— without expense to me or your Co, I think would be well to do so, In case the Court confirms the sale

Yours Ind
Chas E Baylor

114
32
126
110
35
35
35
35
17 5
5 0
35
1 5 0

DUNCAN & HYATT,
ATTORNEYS AT LAW.

Jonesville, Va. October 25th 1894.

Chas.E.Baylor, Esq.

Boon's Path, Va.

Dear Sir:-

As you are aware L.D.Fulkerson and wife conveyed to the L.& N.R.R.Co. a strip of land for right of way and depot purposes through the tract of land recently purchased by you at judicial sale. Also right to draw water from the spring on the lot upon which the house stands, together with the right to lay a line of pipe from said spring to the tank erected near the depot, with the privilege of going on to said land to repair said line of pipes. The line of pipes thus laid are at least 2o inches below the surface of the ground and do not interfere in any way with the use of the land. The strips of land conveyed, together are 270 feet wide and 600 feet long, and contains 3.72 acres. I am desirous of purchasing this strip of land from you, together with the water privileges granted, and am willing to pay a fair and full price for the same. Will you please write me at your earliest convenience what you will take for the same in the event the sale is confirmed, and you become the owner of the land. I want to adjust this matter as soon as possible. The land was conveyed to us by Mr. Fulkerson in good faith, was accepted by us in good faith. We have done on it everything required and it is only the misfortunes of Mr. Fulkerson that has caused the trouble, and I am anxious as above stated to settle the matter amicably and satisfactorily with the least possible trouble both to yourself and to the Company, which I represent. Please write me at once.

Very truly yours &c.

C. T. Duncan

—MANUFACTURER OF—

SADDLES,
BRIDLES,
HARNESS
AND
LEATHER.

—OFFICE OF—

C. E. BAYLOR,

—DEALER IN—

GENERAL MERCHANDISE.

COUNTRY PRODUCE A SPECIALTY.

Boon's Path, Lee Co., Va., Oct 26th 1894

Hon A. L. Pridemore
Jonesville Va

Dr Sir

I hand you C-T-D- letter take notice, after you are thoroughly in the case & do what you deem best for my benefit it will take at least $400 to make me whole, Judge Morgan has all the facts

Yours Ind
Chas. E. Baylor

54
36

C. E. Baylor –

vs. } Depositions

L & A. R. R. Co

$1.40 for taking
these depositions
pd. by C. E. Baylor
J. A. Williamson

Filed October 12th 1876
A. B. Williamson Clk

(7.)

Virginia, Lee County to wit—
This day L. D. Fulkerson personally appeared before me the undersigned and made oath, that on the 16th. day of Dec. 1892, on the day and at the time the deed of trust filed in the Chancery Causes of C. E. Baylor, and George W. Gibson and others pending in this Court against affiant and others, that in consideration of the execution of said deed of trust among other things, the said Bank of Shenvane, authorized P. G. Fulkerson to take said deed of trust and authorized the said Fulkerson as its atty to make and carry out the agreement, contained in the papers filed marked "A" that agreement "A" was entered into in good faith by affiant and he knows the fact that the paper is in the hand write of said P. G. Fulkerson whom he knows to be the atty of the Bank of Shenvane. and affiant further states that he has paid and executed his notes to pay the interest charged him by said Bank up to first of Jan. 1894 - That they through their officer have accepted said notes for the interest aforesaid. and that said Bank instituted before a Justice of said County actions on said notes and that by appeal the said last named suits are now pending before the County Court of Lee County Va. Given under my hand this Nov. 16th 1893

D. C. Lewis
Not Pub for Lee Co Va

L. D. Zickerman

Affidavit

Case of Shawnee
Bank v. Union

L & N. R. R. Co.
(1) Chas. E. Baylor ads

In Chancery

The depositions of John W.Logsdon, H. C. S. Richmond, and C. T. Duncan taken pursuant to agreement at the Office of C.T.Duncan, in the town of Jonesville Va. on the 4th day of June 1897, before me John A.G.Hyatt, a commissioner in chancery for the Circuit Court of Lee County Virginia, which depositions are intended to be read as evidence on behalf of the Louisville and Nashville Railroad Company in a certain suit in Chancery now pending in the Circuit Court of Lee County Va. on an Amended bill, in which C.E.Baylor is the Complainant and the said Louisville and Nashville railroad Company and another are defendants:

Present, A.L.Pridemore Attorney for Plaintiff)
C.T.Duncan Attorney for Defendant)

John W.Logsdon a witness being duly sworn deposes and says:

Ques.1. Please state your age, residence and occupation?

Ans.-I am 39, reside at Middlesboro, Ky., and am Superintendent of the Cumberland Valley Division of the Louisville & Nashville Railroad Company.

Ques.2.--Were you presentin Jonesville at the January Term 1895 of the County Court of Lee County when E.W.Pennington, Commissioner, sold the lands of L.D.Fulkerson, now deceased? And if you state that you were, state whether or not you were a bidder for said land?

Ans.-- I do not remember the date, but was present when the land above referred to was offered for sale, and I purchased it.

Ques.3.--Please state as nearly as you can what lands Mr.Pennington represented or announced that he was selling?

Ans.--It was my understanding that he was offering for sale the property of L.D.Fulkerson, of Ewing, Va., which consisted of the house and lot then and now occupied by Mrs.Hattie Fulkerson as well as the tract known as the Gibson tract of land, through which the Louisville & Nashville Railroad ran, the right of way for which was secured from L.D. Fulkerson, Hattie Fulkerson, his wife and a Mr.Bales, I think R.M.Bales

Ques.4.--Did Mr.Pennington, Commissioner, on that occasion except from his sale of the Gibson tract of land any part of it? If so, state what part he so excepted?

Ans.--None excepted in my presence.

Ques.5.--Were you present all the time while said sale was being made?

Ans.--Yes, Sir.

Ques.6.--Did you understand at that sale that Mr.Pennington was selling all of the Gibson tract of land which Mr.Fulkerson had purchased including as well the right of way and depot grounds on said tract as the other part of said land?

Obj.--The foregoing question is objected to because leading and because the understanding of the witness is not competent. The facts only should be stated, not the opinion of the witness.

A L Pridemore

Ans.--I did. If I had not I would not have bid on the property as I purchased it only for the purpose of perfecting our title to right of way, depot grounds &c.

Ques.7.--Was anything said by Mr.Pennington in your hearing or presence that would in any way have lead you to believe that he was not selling the whole of said Gibson tract? If so, state what it was.

Obj.--The foregoing question is objected to because both leading and suggestive.

A. L. Pridemore,

Ans.--No, sir.

Cross Examination.

Ques.1.--Please state whether or not you refer to the sale made when C. E.Baylor purchased saidland or the sale at which you put in an up-set bid and became the purchaser.

Ans.-- The sale at which I became the purchaser.

Ques.--Please state whether or not on that occasion you heard A.L.Pridemore ask the Commissioner, E.W.Pennington, the direct question "Whether or not he was selling the Railroad property." and the said Pennington refused to answer, but stated that he was selling whatever L.D.Fulkersb had and the purchaser and the Railroad could fight that matter out?

Ans.--I did not hear this question asked.

Ques.--Please state what price you bid the land off at?

Ans.--$4100.00

Ques.--Please state whether or not you still own that tract of land? And if not, to whom you have sold it, and the price you received for it?

Ans.--I do not still own it. I sold it to Mrs.Hattie Fulkerson at the price of

price of $4100.00.

Ques.--In your sale to Mrs.Fulkerson did you sell the entire property or did you reserve the railroad track, right of way and improvements thereon?

Ans.--We sold the entire property, she deeding to us the railroad property. When I conveyed to her, I reserved the railroad property.

Ques.--Since your sale to Mrs.Fulkerson, have you at anytime made conveyance or sale to the L.& N.R.R.Co. of the railroad track, right of way and improvements thereon through said land, or are you still the owner thereof under your bid?

Ans.--I can not remember how this is, but I will examine the recods and answer more fully hereafter. Since doing so I find that I executed two papers marked respectively "1" and "2" which I here file with this deposition.

Ques.--Please state whether or not the Railroad Company has or is bound to pay you any sum of money over and above the $4100.00, your bid? If you answer yes, please state the amount.

Ans.-- No, sir. I was acting as agent for the R.R.Co.

Ques.-- Then, If I understand you correctly, you had no personal interest in the bid, but it was done in your name for the convenience and for the benefit of the L.& N.Railroad?

Ans.--I purchased it for the purpose of perfecting our title through the lands heretofore mentioned, and to enable Mrs.Fulkerson to purchase from me her home and the Gibson tract.

Ques.--At and before the upset bid was put in by you, was there not an agreement and understanding between you and Mrs.Hattie A.Fulkerson to the effect that she was to take the tract of land,all except the Railroad property at the price of your bid, $4100.00?

Ans.- I don't remember when the agreement you mention was made whether before or after the upset bid. It was before I purchased the property this agreement Mrs.Fulkerson was to have the land I purchased and I was to deed the Lousiville & Nashville Railroad Company the right of way, depot grounds &c. thus obtained when I purchased the land.

Ques.--I notice by your exhibit No.2. that there is 3.72 acres of said land. Please state the value of said land as it now is including the Railroad's improvements, and including the water right for the use of

the tank near the depot?

Obj.--So much of this question as seeks to obtain the value of the wate privilege, that is, the privilege of drawing water from the spring menitioned in said exhibit,and and value of the right ofpiping the same until said line of pipeswill reach the Gibson tract is objected to becaus the spring upon which said water is, is not brought from the Gibson tract of land, therefore immaterial.

C.T.Duncan, for deft.

Ans.--$3000.00 or more.

Ques.--I will ask you to please state on whose land the spring from which the pipes run andthrough whose land it passes until it reaches the Gibson tract.

Ans.-- My recollection is that the spring is located on the land owned at the time the water privilege was secured by L.D.Fulkerson and Hattie Fulkerson and R.M.Bales, on what is known as the 4 acre tract.

Ques.--Please state the fair cash value of this right of water for the purposes of the Railroad independent of any improvement put upon it by the Railroad, and the fair cash value of the land 3.72 acres independent of any improvement? at the time you made the purchase referred to by you?

Obj. The foregoing question and any answer thereto in so far as it seeks to obtain the value of the privilege of drawing water from said spring is objected to because the lien of the plaintiff's judgement could not attach to that right.

C.T.Duncan, Atty for Deft.

Ans.--Water right $100.00, land $200.00

Re- Examined.

Ques.--Please state the size of that spring?

Ans.-- It is a very large free flowing spring.

Ques.--Please state whether or not after the Railroad Company withdraws from said spring all the water that it is withdrawing or has the right to withdraw, if there is still enough left for family and farm purposes

Ans.-- Yes. There is no perceptible decrease of the flow below in-take pipe or the pipe from which the Railroad Company supply is taken.

Ques.-- And further this witness saith not.

Incorporation

(5)

H.C.T.Richmond another witness of lawful age being duly sworn deposes and says:

Ques. 1.Are you acquainted with the lands of L.D.Fulkerson deceased sold by E.W.Pennington Commissioner in the Chancery caues of C.E.Baylor against said Fulkerson and G.W.Gibson against the same and another?

Ans.-- I am.

Ques.2.--Were you present when the said Pennington, Commissioner, sold said lands the first time when C.E.Baylor became the purchaser?

Ans.--I was.

Ques.- Please state what lands Mr.Pennington on that occasion sold?

Ans.--Mr.Pennington stated that he was selling the 4 acre lot and the Gibson land. He told me afterwards that he had sold all the lands that were embraced in the bill filed in 1888.

Ques.--Please state if atthat time, to wit, the sale made by E.W.Pennington, Commissioner, when Mr.Baylor became the purchaser, if Mr.Pennington excepted from the Gibson tract any part thereof?

Ans.--I do not remember of any exception being made.

Ques.--Did you have any conversation with Mr.Baylor after the land was knocked off to him? If so, state where and what he claimed he had purchased.

Obj.--The foregoing question is objected to because the records show, and the sale to Mr.Baylor is not involved, and his statements are immaterial.

A. L. Bridemore

Ans.--I had a conversation that evening on the L.& N.train that evening as we went Went home. Mr.Baylor said he had purchased the property to secure his debt. He said he did not want the property. I told him I would give him the same amount of money he had paid for it. He said he would not take it, thathe wanted more money for it.

Ques.--After that time and before the sale was made at which Mr.Logsdon became the purchaser did you at the request of ~~xxxx~~ C.T.Duncan or any other person representing the Louisville & Nashville Railroad Company make any arrangements with Mrs.Hattie A.Fulkerson or L.D.Fulkerson, her husband, in reference to the purchase of said land by said Railroad Company or some one for~~xx~~ it for the benefit of Mrs.Hattie A.Fulkerson. If so, state all about it.

Obj.--Th

Obj.--The foregoing question is objected to because it is immaterial, and because by the laws of Virginia a Railroad Company cannot, buy, sel and speculate in real estate, and what it can not do by itself it cannot do by another.

A.L.Pridemore, for plff.

Ans.--Yes, sir I made such arrangement with Mr.Duncan and Mr.Logsdon fo for Mrs.Fulkerson and at her request and at the request of Mr.Fulkerson The arrangement was that the Railroad Company was to put in an up-set bid, buy the property, carry it for Mrs.Fulkerson until she was able to pay for the property, they reserved in the arrangement with her the strip for right of way. This arrangement was carried out I suppose as the records will show.

Cross- Examination.

Ques.--Was Mrs.Fulkerson to pay the Railroad?whatever the Railroad paid for the land, and the Railroad to have the right of way and lands on which its track was for the accommodation extended to her? Is that correct?

Ans.--That is correct.

Ques.--Please state whether or not there was any price fixed which the road was to bid, or was that matter left entirely wit them?

Ans.--My recollection is that they were to bid until Mrs.Fulkerson should stop them.

Ques.--Please state whether or not at the time the sale was made to C. E.Baylor you heard A.L.Pridemore then acting for Mrs.Fulkerson, ask the Commissioner, E.W.Pennington, what he was selling, whether or not he was selling the Railroad property? If you answer yes, please state what Pennington said as near as you remember.

Ans.--I do not remember having heard such conversation.

Ques.--If on the day of the sale to Baylor and the day of the sale to Logsdon you heard Pennington, the Commissioner, make any statement indicating that he was selling the Railroad depot and property, state what it was?

Ans.--My recollection is that he first sold the house & lot and the Gibson land separately, then as a whole. I heard nothing said about selling Railroad property that I remember.

Ques.--If on either of those days that the sales were made it had been

announced and understood that the Railro d property was being sold, including the water tank and depot, would not said property have brought a much greater price thanit did?

Ans.--That I can't say, but taking in consideration the valuation of the railroad property possi ly it would have brought more.

Ques.--Is $4100.00 more than a fair value for said tract of land including the house and lot, outside of and independent of the Railroad property?

Ans.--Mr.Fulkerson paid $3750.00 for the land. I suppose his house was at the time it wasbuilt worth $1000.00. At the time of this sale the land was not worth as much nor neither was the house. I think taking the wear and tear of the house and land in consideration $4100.00 would be a fair value.

Ques.--State the time as near as you can,whether before or after the sale to Logsdon, the arrangement you speak of was made between the Rail road and Mrs.Fulkerson?

Ans.--It was made before, is my recollection.

Ques.--At the time of said sales and at the present time is and was Mr. C.E.Baylor a man financially able to have purchased and paid for said property.

Obj.--Objected to because irrelevant and immaterial.

C.T.Duncan, for Deft.

Ans.--As to Mr.Baylor's financial ability I know nothing except as to outside appearances and what I hear. My.opinion is that he was able to have purchased and paid for the property.

Re-examined.

Ques.-Would said land, in your opinion, in January 1895, as an entirety, including Fulkerson'spart of the Gibson land as well as the house and lot have brought $4100.00, if the Railroad had never been built?

Obj.--Objected to as irrelevant and immaterial and not the correct mode of valuation.

A.L.Pridemore, Atty.for Plff.

Ans.--I should think that would have been a high price for it.

And further this witness saith not.

H. C. T. Richmond

C.T.Duncan, another witness of lawful age, being duly sworn deposes and says:

Ques.-- Were you present at the sale made by Commissioner E.W.Pennington at which C.E.Baylor became the purchaser? If so, state what lands he then sold?

Ans.--I was present at said sale, and was watching the matter as carefully as I could. I understood Mr.Pennington to sell the house and four-acre lot where L.D.Fulkerson then lived and to sell that part of the Gibson tract purchased by L.D.Fulkerson from the Gibsons and from H.C.T.Richmond, being three-fourths of said Gibson tract of land.

Ques.--After said sale, did you, acting for the Louisville and Nashville Railroad Company, try to buy the right of way &c. theretofore conveyed by said Fulkerson and wife to said Railroad Company from C.E. Baylor?

~~Ans--On the 25th day of~~ The foregoing question is objected to because it is immaterial, and because there is no evidence that ever said Railroad Company acknowledged or admitted that their property had been sold, but upon the contrary they were in the every day use and possession before during the time of and after said sale up to the present. And And there is no authorityshown from said Co pany that it ever authorized any such proposition to be make.

A.L.Pridemore, for Plff.

Ans.--On the 25th day of October 1894 I wrote to Mr.Baylor stating to him among other things that I desired to purchase said strip of land, which is fully shown by my letter of that date filed with the depositin of C.E.Baylor heretofore taken in this cause, and to which I refer as showing exactly what I did write to Mr.Baylor. To that letter I received an answer stating that he had received my letter and had referred the matter to Gen.Pridemore as his attorney, and referring me to Gen Pridemore. That letter is also filed with Mr.Baylor's deposition and I refer to the same whichwill speak for itself. After that I had a conversation with Gen.Pridemore in reference to it. Gen.Pridemore asked me $1000.00 for the rights I proposed in my letter to Mr.Baylor to purchase, which I declined to give, And after that filed for the Louisville & Nashville Railroad Company a petition asking to be allowed to up-set said bid

upset said bid and I refer to said petition for information in regard thereto.

Ques.--Were you present at the sale made by Mr.Pennington at which J.W. Logsdon became the purchaser? If so, state what lands Mr.Pennington then sold.

Ans.--I was present at said sale. I understood Mr.Pennington to sell the lands which he had theretofore sold of Mr.Fulkerson's which was 3/4 of the Gibson lnad and the house & 4-acre lot. I was watching the matter very carefully, and if I had understood any exceptions as being made, I would not have allowed any bid to have been made by Mr.Logsdon on said up-set bid until the matter was fully settled.

Ques.--At both of said sales whom were you representing?

Ans.--I was representing the Louisville and Nashville Railroad Company, In my letter to Mr.Baylor. And I was watching said sales, both of them, The last one on account of the up-set bid that had been put in by said Railroad Company, and the first one to see if Mr.Pennington did sell all of said Gibson tract of land.

Ques.--Please state whether or not you had authority from the Louisvill & Nashville Railroad Company to make the proposition you did make by your letter above referred to?to Mr.Baylor?

Ans.--I did. I had the exclusive authority between Cumberland Gap and Norton for the purchase of all lands needed for right of way or depots and yards.

Cross-Examination.

Ques.--Had you any specific authority to purchase the Gibson tract of land for the L.&.N.R.R. and enter into the arrangement with Mrs.Fulkerson, or was you actingunder your general power?

Ans.--I was acting more directly under my general powers, though I was directed that in the exercise of those general powers ~~that~~ if I thought it best to put in the up-set bid.

Ques.--Have you any letters or correspondence from the L. & N.R.R. or of its officers or agentsi in reference to this matter, and you answer that you have, please produce and file them with this deposition or copies thereof.

Ans.--The most specific direction which I had in reference to it were

verbal and in the office of the Chief Attorney of said Road at Louisvil and also have some letters referring to the matter and will file the sm same. I here file alette from H.W.Bruce, Asst.C.A. dated Nov.10th 1894, marked"H.W.B.1", another dated Nov.7th 1894 marked"H.W.B.2", anotherfrom J.W.Logs don, Supt.C.V.Div. dated Oct.30th 1894 marked "J.W.L 1."another from the same part; marked"J.W.L.2.", another from H.W.Bruce dated Jan.5th 1895marked"H.W.B.3." I may have others but so far have not found them.

Ques.--I notice several of the letters you file are answers to letters from you. Have you copies of your letters to which these are answers? If you answer yes, please file them.

Ans.--I file three letters one dated Nov.8th 1894, one dated Jany.4th 1895, and one Jany.21st1895. which are marked respectively"C.T.D.1", "C T.D.2." and C.T.D.3." Ont dated Nov.20th 1894 marked "C.T.D.No.4" Also two other letters to J.W.Logsdon one dated Oct.25th 1894 and the other dated Oct.30th 1894 marked respectively "C.T.D.5." and C.T.D.6." If there are any others I do not find them now, and my recollection is that the first think in regard there in the office with me in person.

Ques.--In your correspondence with Mr.Baylor and in your talk with A.L. Pridemore just detailedby you, at that time, was it not well known to you as a lawyer that Mr.Baylor could not sell said strip of land before the sale was confirmed to him by court? And was not such proposition a mere mode of settling and adjusting Baylor's claim on the Railroad property before going to the trouble of putting in an up-set bid?

Ans.--I knew when I wrote to Mr.Baylor and when I had the talk with Gen.Pridemore that Mr.Baylor could not pass title by any sale made by him or make a binding contract to sadi land until said sale was confirmed, and my proposition to him was to buy the land and the water privileges embraced in the deed of L.D.Fulkerson et als to the Company in the event that the sale was confirmed to him. Certainly my object was to settle and adjust the matter without putting in an up-set bid. I thought Mr.Baylor had purchased the whole thing and that if I could buy from him at a fair price, that that would end the matter.

Ques.--Acting for the Railroad on the day of the sale to Baylor if you had known that said ~~xxxxxx~~ sale would have been final and carried with

it the Railroad property, would you not have bid a much greater sum for the property?

Ans.--If I had known thatthe sale was final, I mean by that that I could not have put in an up-set bid, I think I would have bid more for the property, but not a very large sum, because I thought that I could condemn the property and not cost a very much larger sum than the $3650.00 bid by him, but afterwards I had the conversation with Mrs.Fulkerson in which she desired me to aid her in the purchase of the land and the up-set bid of $4100.00 was largely the result of that conversation, she being willing to pay that much. I do not think now that if I had known the sale was final that I would have bid over $4000.00 or $4100.00 at the most at the first sale.

Ques.--You were present when the question was proppunded to Mr.Logsdon as to the question propounded to the Commissioner by A.L.Pridemore at either the first or second sale. State your recollection of what occureed?

Ans.--My recollection is that at the last sale when Mr.Logsdon became the purchaser that about the time Mr.Pennington commenced making the sale that Gen.Pridemoreorsome other person, my best impression being that it was Gen.Pridemore, asked Mr.Pennington what land he was now selling, and he answeredthe Fulkerson land. If I heard anything else I do not now remember it.

Ques.--During the sales by Pennington did he at anytime announce that he was selling the railroad property. If he said anything in reference to Railroad property on that occasion please state what it was.

Ans.--He did not announce in my presence that he was selling the Railroad property, and if he said anything at all about the Railroad's property I did not hear it, or at least I do not now remember it. I understood it to be a sale of the entire Gibson tract and the entire lot without exceptions or reservations.

Ques.--Was there any announcement made on that day by Pennington or any one else to the bidders that the Railroad's depot, water tank, track and sidetrack was situated upon the Gibson tract then being sold?

Ans.--I can't remember what he said about that, but I do remember that at one or the other of the sales he said that the land was located at

Ewing, Va. and that the depot was on or near to the land, but I can't remember hearing anything about the water tank being mentioned, and I can't remember distinctlywhat was said about the depot.

And further this witness saith not.

C. T. Duncan.

Virginia, Lee County, to wit:

I, J.A.G.Hyatt, a Commissioner in Chancery for the Circuit Court of Lee County, do certify that the foregoing depositions of J.W.Logsdon H.C.T.Richmond and C.T.Duncan were duly taken, subscribed and sworn to before me at the time andplace and for the purposes in the caption mentioned. Given under my hand that the 4th day of June 1897.

J. A. G. Hyatt
Comr in Chcy for
Lee County circuit Court.

Comrs fee 6 hours
$4.50

L. & N. R. R. Co.
ado 3 Depo. for
defendant
C. E. Baylor.

Received from
Jour before whom
taken and filed
June 4th 1897.
J. V. F. Richmond Deputy
for A. B. Mimsey clerk
Lee circuit court

Comp fee $4.50

(4)

[illegible]

[illegible]

[illegible]

[illegible] of the Circuit Court for the Twenty Ora

[illegible] rep[illegible] to

[illegible]

[illegible] at [illegible] at [illegible] at Shawnee, on or about the 20th day of April 1872, showing that [illegible] at [illegible] in the town of [illegible] on the [illegible] day of [illegible] and to be and determine [illegible] against the [illegible] State of the Department of [illegible] [illegible] said [illegible] letter received to [illegible] [illegible] the past of [illegible]

[illegible]

[illegible]

[illegible] that had [illegible] H. [illegible]

[illegible]

[illegible]

[

[illegible]

[illegible]

[illegible] is in form of the Notice of Sale and Trust Deed marked in margin 3, and is from Recorded Mortgage in the Clerk's Office of the Circuit Court for the County on the 12 October 1892, to secure the payment to the [illegible] of the sum of $45.00, [illegible] interest thereon [illegible]

The [illegible] is [illegible] in form of the Mortgage [illegible] Trust executed by C. C. Hulse and Lizzie H. Hulse on the 15th day of December 1892 to John T. Gibson Trustee to secure the said Sarah Knight notes [illegible] set out and described in said Trust Deed [illegible] the said [illegible] Office on the 17 Dec. 1892, [illegible] said day, 19th Decr. 1892, the said Knight notes [illegible] Trust the 1st, 2d, 3d, 4th, 5th [illegible]

June 3rd "

Comrs Fees $35.00

The Chancery Causes of

Geo.W.Gibson Vs. L.D.Fulkerson et als

and

C.E.Baylor Vs. L.D.Fulkerson et als

In account with

E.W.Pennington Commissioner.

1894.

To amt. Paid J.A.G.Hyayy,Comr/ and as late clerk.....	$95.94
To amt. Paid W.H.Edds for publication	6.00
To S.V.F.Richmond,County Court Clerk	1.00
To amt. paid G.W.Gibson for Jas. Vandeventer,Sheriff .	2.00
To amt. paid H.J.Morgan as atty. fee in Bayl or case.	15.00
To amt. Retained as atty. fee in case of Gibson	15.00
To amt. Retained as commission for sale of land ..	82.00
Total amt. paid out	$217.00

1894.

Cr. By amt. received from C.E.Bqylor,purchaser	$ 217.00

The Clerk's Costs of

Geo.W.Gibson Vs. L.D.Patterson et als

and

C.F.Taylor Vs. L.D.Patterson et als

In account with

C.W.Patterson Commissioner.

To amt. Paid J.A.Hughes,County Court as fees clerk.....$6.00

To amt. Paid W.H.Pyle for publication 6.00

To S.V.F.Richmond,County Court Clerk 1.00

To amt. paid W.W.Gibson for Jas. Vanderveer,Sheriff . 6.00

To amt. paid W.J.Morgan as atty. fee in chgt or sest. 10.00

To amt. Paid W. as atty. fee in case of Gibson 10.00

To amt. Received as commission for sale of land . 20.00

Total amt. paid out $61.00

Cr. By amt. received from C.E.Sheppard,Commissioner $61.00

Geo. W. Gibson Complt.

Vs/

L.D.Fulkerson et als.

and

C.E.Baylor Complt.

Vs.

L. D. Fulkerson, Deft.

To the Hon/ W/ T. Miller, Judge of the Circuit Court of Lee County:-

The undersigned E.W.Pennington, who was on the 5th/ day of June, 1894, by your Honor, in the above styled causes appointed a special Commissioner for the purpose, after having advertised the time, terms and place of sale in the Southwest Virginian, a news paper published in the town of Jonesville, for four successive weeks, after having posted a written notice of the time, terms and place of sale for thirty days, on the front door of Balls & Snavelyey's store-house, in this County and in the neighborhood of the land, he offered for sale the land in the said two causes mentioned, that is said L.D.Fulkerson's house and lot and that part of the Gibson tract which he the said Fulkerson was in the possession of, on the 17th. day of September, 1894, (that being a court day) he offered said land for sale, but before any bids were received, at the urgent request of the said Fulkerson and by the consent of said Gibson and said Baylor, two of the largest creditors in the said causes, the sale was postponed until the 15th. day of October, 1894, which day was also a court day; that pursuant to the terms of the s aid decree and said postponement, on the 15th. day of October, 1894, at the front door of the court house of Lee County in the presence of a large crowd, (that day being a court day) he again offered the said land for sale on the terms mentioned in the said decree in th said, sauses. Your com-

missioner first offered the said land in parcels, and first cried the gibsonn tract, and after a long time Geo. W. Gibson bid the sum of ($150,00) Fifteen hundred dollars, and then offered the House and lot and the best bid on it was $1200.00 offered by Mrs. Hattie Fulkerson, the wife of the said defendant. Then your commissioner offered both the House and lot and the Gibson tract together, and after a good deal of bidding and after crying the sale for a long time Chas. E. Baylor bid the sum of Thirty-six Hundred and Fifty dollars for the house and lot and the Gibson tract, which bid was the highest and best received, and consequently the same was knocked off to the said Baylor at the said sum of $3650.00

On the said 15th. day of October, 1894, there were a large crowd of people in town, as it was a day set for public speaking. The land, at the request of Mr. Fulkerson was not offered for sale until after the speaking was over, which was about Three O'clock P.M., L.& N.R.R. time. He said he was expecting other bidders, and desired your commission to wait until after the speaking was over

The said Baylor, paid down to your Commissioner, as costs and commissions of sale the sum of Two Hundred and seventeen dollars, and executed his three notes with B.F.Kincade as surety, for $1144.33 1/3 each and payable in one, two and three years, and bearing interest from date of sale.

Your commissioner has paid out the said sum of two hundred and seventeen dollars as appears by a statement here filed as a part of this report, and Marked "A".

All which is respectfully submitted,

E. W. Pennington

Special commissioner.

Geo. W. Gibson et al

vs } Comrs. Refund

S. D. Fulkerson et al

Filed October the 22nd 1894

A. B. Murray Clerk

1

Commissioners Office
May 24th 1894.

Chas. E. Baylor
vs
L. D. Fulkerson et al
and
George W. Gibson
vs
L. D. Fulkerson et al

Injunction

To the Hon. W. T. Miller
Judge of the Circuit Court for Lee County Va.

Your undersigned Comr. reports, that in obedience to the directions of a decree entered in the above styled causes on the 15th day of March 1894, I gave all the parties in interest written notices, and posted like notice at the front door of the court house, at Ewing Va and at Shawanee Tenn, on or about the 16th day of April 1894, showing that I would at my office in the town of Jonesville Va on the 17, 18 & 19 days of May 1894 proceed to perform the duties assigned me in said decree.

On the said 17th day of May 1894 I commenced the work assigned

2

and continued the same until the 24th day of May 1894. hoping that the Defendant L. D. Fulkerson, who was reported to me as being quite unwell, would appear before me and do any thing necessary to protect his interest in these Causes - but he and all others failed to put in an appearance, hence Your Comr. as in his former report, was only left to consult the lien docket in the County Court clerk's Office, and copies of Trust Deed herein filed as a basis of his operation, together with some old Chancery Causes and decrees long since entered therein.

It will be seen by reference to list of liens herewith filed marked "X Y". That the 1st lien listed is a specific lien in favor of George W. Gibson against the 130 acre tract of land sold the Deft. L. D. Fulkerson by him, all the particulars of which is fully set out in the Chancery Cause of said Geo. W. Gibson vs L. D. Fulkerson et al to which reference is here made

3 As will also be observed one half the purchase price or note was paid by H. C. T. Richmond on the 2nd day of October 1888, and afterwards on the 1st Octo 1889, $112.76 the exact amount of the accumulated interest, seems to have been paid by the said L. D. Fulkerson, but there is due on said note on June 1st 1892 the sum of $939.76 Prin, $263.13 accumulated interest and Estimated Costs of suit $75.11 aggregating the sum of $1278.00.

This is a prior and specifit lien on the 130 acre tract of land in these proceedings mentioned only, and should be first paid out of the money arising from the sale of this particular tract of land. The following seven liens are shown by List "XY." are all equal as to priority they all having been the Judgt. of the Circuit Court, by decree entered in the Chancery Cause of A. Edmondson Guard, &c against L. D. Fulkerson et al on the 3rd day of September 1887, see. Copy of Decree "AB." filed herein, the first one of which is in favor of

which is in favor of Charles E. Baylor and amounts including
4 interest and costs on the 1st June 1894 to the sum of $2894.23, of which sum $1979.91 is principal 2x1

The next one marked in margin 2x2 is in favor of A. L. Pridmore and on the 1st June 1894 amounts to the sum of $146.67, of which sum $100.00 is principal

The next one marked 2x3 is in favor of A. Edmondson Guardian for all the heirs of D. M. Edmondson see decree Sept. 3rd 1887, and fi fa hereunto filed, on which several credits appear leaving a bal due thereon June 1st 1894 of $315.39 of which sum $227.99 is principal, possibly other payments may have been made by L. D. Fulkerson on this fi fa. if so, J. W. Arr Atty for said Edmondson informs me, he will readily give said Fulkerson credit therefor, upon his producing evidence thereof.

2x3-

The next lien listed marked 2x4 is in favor of said A. Edmondson Guard for Mary F., Chas. E., and W. F. Edmondson for like decree of Sept. 3rd 1887, and likewise

5

subject to credits endorsed on fi fa and may also be subject to other credits if properly shown, the remains as shown by fi fa yet unpaid of this decree on the 1st June 1894 the sum of $198.45 of which sum $143.30 is principal.

The lien marked 2x5, is in favor of The Bays Children for like decree Sept 3rd 1887, and amounts to $48.63 on June 1st 1894 of which sum only $32.02 is principal.

The one marked 2x6 is in favor of Emma Harber: for like decree Sept. 3rd 1887 and amounts on June 1st 1894 to $58.03 of which sum $38.44 in principal.

The lien marked 2x7 is the last one of this class of liens, and as shown by said decree of Sept. 3rd 1887 was rendered in favor of the heirs of Elizabeth Green, but which has by them been assigned to James D. Morgan and Andy Myres hence now stands in their favor and amounts on the 1st June 1894 to the sum of $283.48 of which sum $192.22 is principal. as before stated these seven liens are all on equality, and 2nd in

point of priority as against the 130 acres tract of land mentioned and 1st as against any other lands owned by the said L. D. Fulkerson.

The 3rd lien in point of priority is in favor of A. L. Pridemore and J. A. G. Hyatt clerk & Comr. as shown by a decree entered Chy O. B. 141 in the Chancery Cause of S. M & R. B. Beaty vs L. D. Fulkerson Curator of the Estate of Chas. Daugherty dec'd, as is also further shown by fi fa herewith filed marked "3" which shows that there is due A. L. Pridemore on the 1st June 1894 the sum of $189.52 of which sum $105.00 is principal and that there remains unpaid to J. A. G. Hyatt clerk and Comr. in said Cause the sum of $44.55 aggregating on this lien the sum of $234.07. It is proper to state here that the said L. D Fulkerson at some time after this decree was entered, made an arrangement with said Hyatt to pay his fees in this Cause but has failed to do so, the

decree was not marked satisfied because it was never paid, hence your Comr. reports the same.

The 4th lien listed is a bal of Costs unpaid to J. A. G. Hyatt as shown by a decree entered in the Chancery Cause of A. Edmundson Guard &c vs L. D. Fulkerson Curator &c, Sept 5th 1889. See Chcy. O.B. 225, 6 & 7, Said L. D. Fulkerson likewise promised and undertook to settle this fee but filed to do so, hence this lien is likewise reported.

The 5th lien is in favor of the Citizens Bank & Trust Co. for Judgment of the Lee County circuit court Octo. 12th 1892, and amounts including interest and costs on the 1st June 1894 to the sum of $547.21 of which sum $477.40 is principal.

The 6th lien in List X.Y. is in favor of Eliza A. Taylor for Judgt Lee County circuit court March 6th 1893. and amounts on the 1st June 1894 to $493.17 of which sum $432.00 is principal, this Judgt was rendered and docketed

after the Deed of Trust for the benefit of the Bank of Shawanee was executed and recorded hence comes in after the Deed Trust, provided this Court holds the Deed Trust binding on the Bank,

It appears from proceedings in this Cause that the Bank comes into these suits and renounces the Trust Deed so far as it is concerned and seek collection of their claims on the law side of this Hon. Court, whether or not they have such rights will be determined by Your Honor. Your Comr in his former report of liens, had no instructions from any one, nor had he any information save and except the records of the clerks offices in making up said list of liens— Nor has he had any thing else to govern his action in this list, except that Mr. B. H. Sewell attorney for the Bank of Shawanee, instructed Your Comr, that so far as the said

9

Bank was concerned, it dot not desire the Trust Deed spoken of reported for its benefit in said list.

But at the request of A. M. Gains Atty for Gibson, I have prepared and file herewith a list of liens marked "Q." which does embrace the Trust lien, it being in this list 6th in point of priority, this list gives all the other liens or the amounts of Each and its priority, only placing the Trust lien 6 and the Eliza A. Taylor lien 7th in order of priority.

The aggregate amount of List "X Y" on June 1st 1894 is $6573.93, and the aggregate of List ⊕ on the 1st June 1894 is $9369.43. It is therefore apparent that the defendants lands will not in 5 years rent for a sum sufficient to discharge this large indebtedness, and a sale thereof will be unavoidable. Respectfully submitted

J. A. L. Hyatt
Special Comr.

Commissioners Office
June 7th 1894

At the request of some of the attorneys in this Cause I have prepared and attached to list of liens X Y. a special Statement No 1, in which I report a lien in favor of Mrs Jane Fulton Trustee &c vs L. D. Fulkerson et al arising from a Judgt rendered by Lee County Circuit Court on 16th March 1894 and docketed April 3rd 1894, while taking this account your Comr understood from the decree under which he acted that only the liens that existed at the time of the former account were to be listed, is the reason this and the lien in favor of Maggie J. Barnes was not listed. This Judgt after giving the credits endorsed amounts to $380.08 as of June 1st 1894 and is 7% in point of priority

I also list a Judgt of said court likewise obtained March 16th 1894 in favor of Maggie J. Barnes vs L. D. Fulkerson Surv &c, which amounts to, on June 1st 1894, the

sum of $619.21, which is of equal dignity in point of priority to the one in favor of Mrs Jane Fulton, and the aggregate of all these liens leaving out the Deed of Trust is $7573.22

I also make special statement No 2, which ~~which~~ embraces these liens in the list ⓒ aggregating $10368.72, as the grand total liens down to June 1st 1894.

Respectfully
J. A. Sayatt

1894. June 11

The foregoing Report is excepted to.

Because by an inspection of the records, it will be seen, since the rendition of C. E. Baylor's ~~upon~~ the order, ~~upon~~ Judgments of equal dignity, Judgement, L. D. Fulkerson, has sold and deeded valuable portions of land on which said Judgement was or is a lien, as well as upon the unsold land; so that Baylor has two securities for his debt, while the securities reported in ~~in~~ the deed of Trust as well as the Junior Judgement creditors have but one: A court of equity will therefore compel the said Baylor to go upon the security which alone his, to the extent such security will indemnify him and leave the order for those who have only one

And the excepters, the deed of trust creditors, cite as land thus sold and liable the, right of way & rail road track of the L. & A. R. R. through said land; the depot at Ewing, a right of water and water tank on the same and two or more lots sold at Ewing the members names not known; and they pray that said Baylor's lien be shifted to their property and leave them the entire land as their only security. See special statement & 3 for other exceptions.

A. L. Pridemore

Filed May 25th 1894
W. B. Munroe Clerk

Costs Fee $30.00

Chas. E. Boyston
Cont'r Agent
Wm. Wright
W. D. Fulkerson

The Chancery causes of
Geo. W. Gibson vs. C. D. Fulkerson et als
and C. E. Baxter vs. C. D. Fulkerson et al
In account with
Geo. W. Pennington Comm.

1895					
July 15	To amt. paid Mrs. Hattie E. Fulkerson assignee of Geo. W. Gibson	1266	31		
July 15	To amt. paid C. E. Baxter (2)	1250	00		
	To " " A. L. Bridwell (3)	153	40		
	" " " H. J. Morgan atty (4) for Boys Children, Emma Harber and Elizabeth Green assignees J. D. Morgan	407	85		
1896 Jan. 15	To amt paid H. J. Morgan atty for C. E. Baxter	439	23		
Jan 15	To amt. paid Pennington Bros. attys. for all the heirs of W. H. Edmondson	337	60		
	To amt paid Pennington Bros. attys for Mary F., Charles E. and W. F. Edmondson	212	40		
		4067	79		
July 15	By amt. from Geo. Hattie E. Fulkerson			3074	16
Jan. 15/96	By " from Hattie E. Fulkerson			993	63
		4067	79	4067	79

To the Hon. H. P. Miller Judge of the Circuit Court for Lee County:

Your undersigned, a special Comm., begs leave to report that he has collected the purchase money due on the lands by me sold in the chancery causes of

George W. Gibson vs. L. S. Fulkerson et al and C. E. Baylor vs. said Fulkerson et al. and has paid the same out as indicated by the foregoing statement of his account and files herewith his vouchers. This money was paid your Comr. by Mrs. Hattie E. Fulkerson ~~by~~ and with ~~the~~ consent of the L. & N. R. R. through its counsel C. J. Duncan and John W. Logsdon; and my understanding of the matter is that this purchase was made for the benefit of Mrs. Fulkerson, who at the time was expecting some life insurance on her deceased husband, which after said purchase she got, and paid your Comr. on said purchase. So it is agreed as your Comr. understands the matter, the deed to said land should be made to Mrs. Hattie E. Fulkerson. Now having done all the things required of him, and having accounted for all the money ~~that~~ coming to his hands, he prays to be discharged from all liability by reason of his trust. All which is submitted. This April 25th 1896.

E. W. Pennington
Spe. Comr.

Geo H. Gibson

vs } Report of disbursements

L. D. Fulkerson et al

Filed April the 27th 1896
A B Murray Clk.

#1266.31

Recd. from E. H. Pennington Comr. in the Chancery cause of Geo. H. Gibson vs. L. D. Huckerson et al. Twelve Hundred and Sixty-Six & 51/100 dollars the amount due said Geo. H. Gibson in said cause and by him assigned to Mollie R. Gibson and by her assigned to me. This July 15th 1895.

Hattie A. Huckerson

Witness
H. C. Huckerson

E. W. PENNINGTON,
PENNINGTON GAP, VA.

ROBT. L. PENNINGTON,
JONESVILLE, VA.

PENNINGTON BROTHERS,

Attorneys at Law,

OFFICES AT PENNINGTON GAP, AND JONESVILLE, VA.,

REFERENCES:
POWELL'S VALLEY BANK, JONESVILLE, VA.
PENNINGTON GAP BANK, PENNINGTON GAP, VA.
R. G. DUN & CO.,
KNOXVILLE AND RICHMOND.

Jonesville, Lee Co., Va., 1/16/96

Bill of E. W. Pennington Commr. in the chancery causes of E. W. Gibson vs. L. D. Fulkerson et al and C. E. Baylor vs. L. D. Fulkerson. (for all the Edmonds children) Three Hundred & thirty seven & 60/100 dollars ($337.60)

Pennington Bros.
attys

per E. W. P.

1 Note of J. W. Loyaday & others to E. W. Pennington
Comm. in the chancery causes of Geo W Gibson vs
H. C. & R. Richmond et al. & C. E Baylor vs L D
Fulkerson. which became due October 15th 1895.

But bearing interest from Oct 15th 1894	$1288.00
Interest to July 15th 1895.	57.96.
To 2nd Note due Oct 15th 1896 with like interest	1288.00
Interest to July 15th 1895.	57.96
Amount due on 1st & 2nd note July 15.	$2691.92
To 3rd Note ~~due~~ Oct 15th 1897 with like interest	1288.00
" ~~Interest accrued~~ to July 15th 1895	57.96
	$4037.88
Cr By assignment of G W Gibson dated July 15th 1895.	1266.31.
" By C. E Baylor's note July 15th 1895	1250.00
" " ~~H. J. Morgan~~ Note " " "	407.85
" " A. L. Pridemore's note July 15th 95	150 00 3074.16
But due on said Notes July 15th	$963.72
Interest on same to Jany 15th 1896.	28.91
Amount due Jany 15th 1896.	$992.63

Whereas the undersigned is the owner by assignment of a debt amounting at this date to the sum of Twelve hundred and sixty six 31/100 dollars ($1266.31) on L. D. Fulkerson which was assigned me by my husband Geo. W. Gibson. which said sum is the balance due on a trust of land sold by said Geo W Gibson to L. D. Fulkerson in his lifetime and constitutes a vendor's lien on said land, And said sum is allowed to the said George W Gibson in the chancery causes of Geo W. Gibson vs L. D. Fulkerson et al. & C. E. Baylor vs said L. D Fulkerson for which certain lands of said Fulkerson have been sold Now in consideration of the sum of Twelve hundred and sixty six 31/100 dollars I assign the above claim to Hattie A Fulkerson. together with all rights securities and liens for collecting the same but this assignment is made without any recourse personally on me Given under my hand this 15th day of July 1895. Mollie R Gibson

As said claim above named is allowed in said suits in my name I hereby join in the above assignment.
This 15 day of July 1895. George W Gibson

E. W. PENNINGTON,
Commonwealth's Attorney,
PENNINGTON GAP, VA.

R. L. PENNINGTON,
JONESVILLE, VA

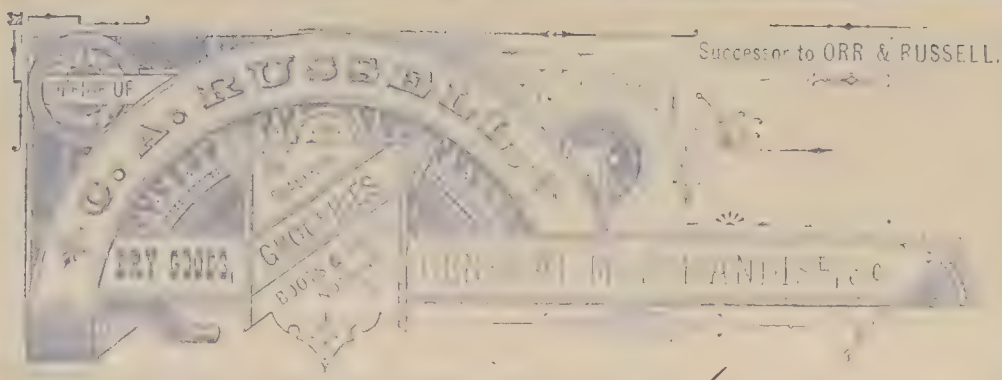
PENNINGTON BROS.
ATTORNEYS-AT-LAW,

..... vs. .....

..... Va.,

..... 189

Rec'd. of E. W. Pennington Comm. in the Chancery Cause of Geo. W. Gibson vs. L. D. Fulkerson et al One dollar for costs in said Cause.
This Oct. 25th 1894
J. V. F. Richmond clerk



San Francisco, Cal. 11/7 1894

Rec'd. of E. W. Pennington Coun. of the Chancery Cause of Geo. W. Gibson et al vs. S. D. Gilkerson et al Two dollars Cost. paid by me to Jas. A. Vanderminter Ex Sheriff. G. W. Gibson

1892. Geo. W. Gibson to J. A. Vandenmeter Dr.

Oct, 1st. To delivering 3 copies Summons

To L. D. Fulkerson & H. C. Richmond $1.00

J. A. Vandenmeter

D. S.

G. W. Gibson

1.00

1892.	Geo. W. Gibson to J. A. Vandewenter D. S.	Dr.
Feb. 29.	To delivering 2 Spanias in Chancery to L. D. Falkerson and H. C. F. Richmond	$1.00

10

G. W. Gibson

7.00

$95.94 Received from E. M. Pennington Comr. in the chancery causes of Chas. E. Baylor vs L. D. Fulkerson and Geo. M. Gibson vs L. D. Fulkerson et al Ninety five Dollars & 94 cents my fees in full as Clerk and Comr. in said causes. Oct. 22/1894

J. A. S. Hyatt late
Clerk & Comr.

$153.40

Rec'd. of E. W. Pennington Comr. in the Chancery Cause of Geo. H. Gibson et al vs. C. D. Fulkerson & C. E. ~~Fulkerson~~ Baylor vs. C. D. Fulkerson One Hundred and fifty-three and 40/100 dollars the amt. decreed to me in said cause as a lien No. 2.

This July 15th 1895.

A. L. Prickemore

$407.85/100

Received from E. W. Pennington Comr. in the Chancery Cause of Geo. H. Gibson vs. C. D. Fulkerson et al and C. E. Baylor et al vs. C. D. Fulkerson the sum of Four Hundred and Seven dollars + 85 cents the amts. shown in said cause and "new List of Liens" "Y" to be due, the Boys Children, Catherine Starbuck and Elizabeth Green (now assigned to J. D. Morgan

This July 15th 1895

Henry J. Morgan atty for suit parties

$1689.23
439.23
$1250.00

Received from W. H. Pennington Comm in the Chancery cause of Geo. H. Gibson vs. C. D. Fulkerson et al and myself vs. said Fulkerson. Sixteen Hundred and Eighty-Nine and 23/100 dollars; $1250.00 thereof paid July 15th 1895, and $439.23 the residue thereof paid Jan. 15th 1896. This Feb. 12th 1896.

The whole of claims classed No. 2 in List "X Y" are paid in full by my directions as I am as surety personally liable therefor.

Henry J. Morgan atty for
C. E. Baylor.

Received of E. W. Pennington Six dollars $6.00 in full for the publication of notice of commissioner's sale in the Chancery cause of Geo W. Gibson vs L. D. Fulkerson and H. C. T. Richmond and C. E. Baylor vs L. D. Fulkerson et al

O. H. Davis
Sub S W Virgin

Oct 15th 1894.

E. W. PENNINGTON,
Com. Att'y,
PENNINGTON GAP, VA.

(OFFICES CONNECTED BY TELEPHONE.)

ROBT. L. PENNINGTON,
JONESVILLE, VA.

IN RE

.....

vs.

.....

PENNINGTON BROS.

ATTORNEYS-AT-LAW.

COLLECTIONS GIVEN SPECIAL ATTENTION.

WE GIVE INFORMATION CONCERNING MERCANTILE MEN OF OUR SECTION FREE.

Jonesville, Lee County, Va.,

Received from E.W.Pennington Commi sioner in the chancery cause of C.E.Baylor vs/ L.D.Fulkerson et and Geo/W.Gibson vs. Same, Six dollars and Eighty cents my costs in the said two suits. This the "2nd. day of February, 1289o.

A.B Munsey Clerk

Clerk of Circuit Court.

E. W. PENNINGTON,
PENNINGTON GAP, VA.

ROBT. L. PENNINGTON,
JONESVILLE, VA.

PENNINGTON BROTHERS,

Attorneys at Law,

OFFICES AT PENNINGTON GAP, AND JONESVILLE, VA.,

REFERENCES:
POWELL'S VALLEY BANK, JONESVILLE, VA.
PENNINGTON GAP BANK, PENNINGTON GAP, VA.
R. G. DUN & CO.,
KNOXVILLE AND RICHMOND.

Jonesville, Lee Co., Va., Jan. 16/96.

Recd. of E. W. Pennington Comr. in the Chan. causes of G. W. Gibson vs. L. D. Fulkerson et al & C. E. Baylor vs. L. D. Fulkerson. ($212.40) Two hundred & twelve 40/100 dollars.

Pennington Bros.
Attys.
per E. W. P.

Yonahu,

E. W. PENNINGTON, COM. ATT'Y,
PENNINGTON GAP, VA.

(OFFICES CONNECTED BY TELEPHONE.)

ROBT. L. PENNINGTON,
JONESVILLE, VA.

IN RE

.....

vs.

.....

PENNINGTON BROS.,

Attorneys-at-Law,

COLLECTIONS GIVEN SPECIAL ATTENTION.

Pennington Gap, Lee County, Va.,

Chas. E. Taylor

What about the Inst on this 2147.00 It Certainly ought to be for the Inst is $3 59

Ripley
C & O

E. W. Pennington

W. R. Baylor et al

vs } Report of Resale of Land

L. D. Fulkerson et al

Filed February the 18th 1895 A. B. Muncey Clerk

To the Hon. W. T. Miller, Judge of the Circuit Court for Lee Co.:

By a decree entered in the two chancery causes of G. W. Gibson vs. L. D. Fulkerson and G. E. Baylor against L. D. Fulkerson et al, entered at the June term, 1896 of your honor's court, the undersigned commissioner was appointed to make and execute to J. W. Logsden the la sold and reported in said case by Commissioner E. W. Pennington,, and in obedience to the said decree appointing me as afore said your commissioner had performed the duties required of him, and herewith presents the deed conveying to the said John W. Logs den the land so sold.

All of which is respectfully submitted.

R. L. Pennington

J. W. Gibson,

vs. Report of Deed.

L. F. Fulkerson.

::::::::::::::::::::::::::

Filed Mch. 4 1897.
A B Munsey Clerk

(5)

This indenture made the 6th day of July 1878 between R. A. Jones of the County of Lee and State of Virginia of the one part and R. L. Bates of the same county and state of the other part Witnesseth that the said R. A. Jones for and in consideration of the sum of [illegible] dollars from the said R. L. Bates to him in hand paid the receipt whereof is hereby acknowledged has sold and by these presents does bargain sell and convey unto the said R. L. Bates and his heirs forever a certain lot of land lying and being in the County of Lee in the State of Virginia, and on the South side of Indian Creek and both sides of the mouth road and bounded as follows to wit: Beginning at a stake in the branch of the road in a line between the lands of Bates and Jones thence with the [illegible]

[illegible] to the mouth
of a branch on the south side of
Indian Creek near said Fleitman
stable then with the meander of the
South branch of said creek to a
[illegible] fence between said F. Fleitman
and William M. Beech a stake
[illegible]
about 6 E. 4 of poles not known to
a stake in the meander of said creek
then Continuing with the meander of
said creek to the beginning at
being the same place where
said Fleitman and wife [illegible]
[illegible]
[illegible] Together with
all its appurtenances the same
being given to the said F. M. Fleitman
his heirs and assigns forever
and the said F. M. Fleitman doth
covenant to and with the said
F. M. Beech his heirs that
he the said F. M. Fleitman and his
heirs will warrant the title to the
aforegoing land against the claim
[illegible] of the said F. M. Fleitman
[illegible]

and seal the day and date
first written.

[illegible]

Lee County to wit: I, James M.
Lugh a Justice of the Peace
for Lee County in the State of Iowa
do hereby certify that
R. M. Bates a party to the foregoing
deed personally appeared before
me in my county this 6 day of
July 1878.

James M. Lugh J.P.

Lee County Recorder's office the
9th day of July 1878. The foregoing
deed between R. M. Bates of the
first part and L. L. Faulkner
of the second part both of
Lee County Ia, was this day
filed in this office and ex-
mitted to record upon the
certificate of James M. Lugh
a justice of the peace in and
for the County and State aforesaid.

[illegible]

Recd
[illegible]

[illegible]

(Ab)

[illegible]

Fee for copy 60

We the undersigned, having endorsed certain notes signed by L. D. Fulkerson and now held by the Bank of Shawnee of East Cumberland Gap Tenn., and secured by a deed of trust executed by him and his wife Hattie A. Fulkerson, hereby agree that said notes, may be extended for time of payment from time to time, but not later than Jan. 1st, 1894 provided said L. D. Fulkerson pays in advance, 90 or less each time the Bank discounts required by said Bank of Shawnee. We further agree that such extensions of time and payments of discounts shall in no wise effect our liability as said notes as endorsers Dated this 10th day of January A. D. 1893.

Hattie A. Fulkerson
C. E. Fulkerson
R. J. Fulkerson
R. M. Bales
M. N. Boles
W. C. S. Richmond
T. A. Hamilton

A Copy
Test
J. A. S. Hyatt D.C.

L. D. Fulkerson's
Endorsers
To 3 agreements

Shawanee Bank

"A"

Fee for Copy 50 ¢

BALLARD'S
196
BEST
OBELISK
FLOUR
LOUISVILLE

IF YOU WANT FINE FLOUR,
Get Ballard's Best,
CALLED OBELISK.
Always Reliable.

H. C. T. RICHMOND,

DEALER IN

GENERAL * MERCHANDISE,

Ewing, Lee County, Va., Mch 24 1893

Col C P Cage Cont.
East Bern Va

RECEIVED
MAR 25 1893

Dear Sir

The Judge of our Court refuses to have the Gilson debt v. Tuckum Assigns. has appointed a commissioner to take an account of indebtedness of Tuckum priority of Lien & report to Court at June Term - when a decree will go out to sell the land. 4500 $ will come in which will pay your debt - & then you come. this arrangement is better for Pl than the other, as you will not appear as having forced the sale - nor have to pay any money -

H C T Richmond

"B"

This deed made this 1st day of Jan., 1892 by and between George H. Gibson and Mary R. his wife, parties of the first part and H. C. T. Richmond and L. D. Fulkerson, parties of the second part, and all of the County Virginia.

Witnesseth, that for and in consideration of the sum of $2500 (twenty five hundred dollars) in hand paid the said parties of the first part do and each of them doth hereby give, grant, bargain, sell and convey unto said parties of the second part their undivided interest which interest is one moiety in and to three certain tracts or parcels of land lying and being in the county and being the same land that was conveyed to David C. Cottrell and wife by J. G. and H. F. Gibson on June 12th 1883 and the first of which tracts is bounded as follows, to wit: Beginning on a sugar tree on the east side of a spur of the Poor Valley ridge, a corner of the Sarah J. Beaty's portion now Robert Bales's, thence N. 67 E. 49 p. to a chestnut-oak and beech, the old

corner of this tract of land, thence S. 8 E. crossing the valley and Indian creek to a double chestnut, thence S. 87 W. 48 p. to a rock agreed upon by said J. J. & W. F. Gibson and Robert Bales by arbitration left to Judge Hopkins, thence a straight line to the beginning, and containing 80 acres more or less.

The second of said tracts is bounded as follows, to wit: Beginning on a chestnut on the top of a ridge, corner to Robert Craig's 400 acre tract and with a line of the same S. 19 W. 186 p. to a double chestnut on the north side of a ridge, corner to said Craig, Brice and Joseph Martin's 690 acre tract, and with a line of said Joseph Martin S. 8 W. 45 p. and 8 links to a rock, S. 19 E. about 200 p. to a white-oak black and chestnut, corner between Bales and Gibson, on the south side of the ridge, in the back line, thence S. 59 E. to the beginning, and containing 54 acres more or less.

The third and last of said tracts, being the land conveyed as aforesaid and by Andrew Susong Attorney in fact

for Wm. Bell's heirs, and bounded as follows, to wit; Beginning on the top of a spur of the Poor Valley ridge leading to the Roaring branch on a sugar tree and chinkapin oak, corner of Nathaniel Ewing, thence N. 25° W. 44 p. to a beech in a line of a 75 acre survey made by Samuel Ewing, with said back line to a poplar and hickory near the Roaring branch, thence S. 25° E. 38 p. crossing said branch to the top of the Poor Valley ridge to two sugar trees and two beeches, thence to the beginning, the last named described tract of land was laid off to Polly Cottrell by Samuel Ewing in his last will and testament, and containing 13 acres, ~~to~~ To have and to hold said undivided interest herein conveyed with all of its appurtenances unto the said parties of the second part and their heirs forever.

And said parties of the first part covenant to warrant generally the interest in the land herein conveyed except their interest in the last named 13 acre tract, which they warrant against

only.

Witness the following signatures and seals, this the day and year first above written.

George W. Gibson {Seal}
Mollie A. Gibson {Seal}

Virginia, Lee County, to wit:

I, George H. Dillman, a justice of the peace in and for the County aforesaid and State of Virginia do hereby certify that George W. Gibson and Mary E. Gibson, whose names are signed to the writing above bearing date on the 1st day of January, 1872, have acknowledged the same before me in my county aforesaid. Given under my hand this the 7 day of April, 1872

G. H. Dillman J.P.

Virginia: Lee county to wit:
This day this writing was produced to me in said county and acknowledged by the parties thereto to be their act and deed and admitted to record.
Teste: G. H. Dillman

G. H. Dillman

Filed
G. W. Gibson
M. E. Gibson
vs
G. S. Henderson

"A"

This deed made this the 10th day of June, 1892 by and between George N. Gibson and Mary E. his wife, party of the first part, and H. C. J. Richmond and L. D. Fitherson, parties of the second part, and all of Lee County, Va. Witnesseth that for and in consideration of the sum of $2400 (twenty-four hundred dollars) in hand paid the said parties of the first part do and each of them doth hereby give, grant, bargain, sell and convey unto the said parties of the second part their undivided interest, which interest is one moiety in and to four certain tracts or parcels of land lying and being in Lee County, and being the same land that was conveyed by Ida and C. Bartlett and wife to G. N. Gibson on June 12, 1891, and by Hardison Bearing, attorney in fact of William B. Allstein to said Gibson on the 25th day of June 1891. The first of which tracts is bounded and described as follows to wit: Beginning on a white oak [illegible]

the Pine Tally Ridge, a corner of the Brook's Reserve portion near Robert Bible's; thence N. 17 E. 21 poles to a chestnut-oak and beech, the old corner of the Hase tract of land; thence S. 8 E. crossing the tally and Indian creek to a double chestnut; thence S. 87 W. 44 poles to a stake agreed upon by said J. J. & W. F. Bibbee and Robert Bible by arbitration left to Judge W. Jones from a straight line to the beginning, and containing 81 acres more or less.

The second of said tracts is bounded as follows, to wit: Beginning on a chestnut on the top of a ridge, corner to Robert Bible's 400 acre tract, and with a line of said tract N. 17 W. 186 p. to a double chestnut on the North side of a ridge corner to said Bibbee's tract, and joseph Marks' 670 acre tract, and with a line of said joseph Marks' S. 87 W. 40 p. and 1 link to a beech, N. 17 E. about 200 p. to a white oak, black oak and chestnut, corner to Robert Bible's tract.

the South side of the ridge, in the back line; thence S. 79 E. to the Beginning, and containing 54 acres more or less.

The third of said tracts being the land conveyed to said [illegible] by [illegible] Attorney in fact for Wm. Ball's heirs, and Bounded as follows, to wit: Beginning on the top of a spur on the Poor Valley ridge leading to the Pawing branch [illegible] a sugar tree and chinkapin [illegible] sugar of said Lewis; thence N. 25 W. 44 p. to a beech in a line of a 75 acre survey made by Samuel Lewis, with said beech line, to a poplar and hickory near the Pawing branch; thence S. 25 E. 38 p. crossing said branch to the top of the Poor Valley ridge to two sugar trees and two beeches, thence to the beginning, the last mentioned tract of land was sold to Polly Cottrell by Samuel Lewis in his last will and Testament, and containing 3 acres.

The fourth and last of said tracts is bounded as follows to wit, Beginning on the top

the Poor Valley ridge two poles west of Bales & Bethell's corner on said back line of a survey made by Joseph Martin; thence with said line S. 75 E. 41 poles to the old corner of Joseph & Boice Martin; thence S. 16 E. to the top of the spur of the ridge; thence with the top of said spur 50 poles more or less to a stake in said Bells back line; thence S. 65 W. 5 poles, crossing the Roaring branch to the top of the first spur of the Poor Valley ridge; then down the top of the said spur to the Beginning. To have and to hold said undivided interest herein conveyed with all of its appurtenances unto the said parties of the second part and their heirs forever. And said parties of the first part covenant to warrant generally the interest in the land herein conveyed. Witness the following signatures and seals, this the day and date first above written.

George W. Gibson (Seal)
Mary R. Gibson (Seal)

Virginia, Lee County, to wit:

I, George H. Dillman, a justice of the peace in and for the County aforesaid and State of Virginia, do hereby certify that George H. Gibson and Mary R. Gibson whose names are signed to the writing above bearing date on the 10th day of June, 1892, have acknowledged the same before me in my County aforesaid. Given under my hand this the 10 day of June, 1892.

G. H. Dillman J.P.

1892

1 June 13 - [illegible] and is entitled to [illegible] [illegible]

2 Because [illegible] Gibson does not [illegible] [illegible] the grantor, when the purchase was a joint [illegible] and a [illegible]

[illegible]

[illegible] & wife

to

[illegible]

A. C. J. Richmond

and

[illegible]

This deed made this 30th day of June 1890 by and between L. D. Hudson, and Hattie his wife and R. M. Bales of the County of Lee and State of Virginia parties of the first part, and the Louisville and Nashville Railroad Company, a corporation doing business under the laws of Virginia, party of the second part, Witnesseth That in consideration of the fact that said Louisville and Nashville Railroad Company erect and maintain a depot on the lands of said parties of the first part, or on the adjoining tract of land owned by H. C. T. Richmond and the further consideration of the sum of one dollar cash in hand paid, the receipt of which is hereby acknowledged the said parties of the first part have this day given, granted, bargained and sold, and by these presents do convey to the Louisville and Nashville Railroad Company its successors and assigns the two following described strips or parcels of land: First a strip of land 150 feet wide along and adjoining the south side of the strip of land heretofore conveyed by the parties of the first part to the parties of the second part for right of way for its Lemmlerland Valley Branch and bounded and described as follows: Begining at a line of the lands of W. W. Bales said line being the western boundary of the lands of the parties of the first part, thence along and adjoining the said right-of way strip and and on the south side thereof and with a width of 150

feet for a distance of 345 feet thence with a width of 50 feet for 370 feet thence with a width of 150 feet for 685 feet to a line of H. C. T. Richmond said line being the eastern boundary of the land of the parties of the first part. The second of said strip lies on the North side of the strip heretofore granted for right of way and adjoins the same and is 20 feet wide, bounded and described as follows: Beginning at a line of the lands of W. W. Bales aforesaid thence along and adjoining said right of way strip on the North side thereof, and with a width of 20 feet for a distance of 1400 feet to said H. C. T. Richmond's line aforesaid said two strip containing in the aggregate four and twenty two one hundreth (4.22-100) acres be the same more or less. And said parties of the first part further grant to said party of the second part any additional land that may be necessary to change Indian Creek where it interferes with the strip first named and described. And said parties of the first part further grant sell and convey to the party of the second part with free and exclusive use of any spring or run of water situated on their lands which it may require for its water tank and or other purposes at and around its depot with the right to construct on said land such catch basins or reservoir spring or run of water with the right of entry at all times on said lands for the purpose of laying examining and repairing said pipes and reservoirs or basins. And said parties of the first

part hereby waive and cancel all requirements and reservations made or contained in their right-of-way deed for the erection of cattle guards and road crossings and for the use and cultivation of such part of said right-of-way strip not in the immediate use of said party of the second part, also the erection of a grade crossing and cattle guard near the eastern line of the lands of W. W. Bales. Said parties further agree and bind themselves to make at their own expense any changes of Indian Creek that they may desire and not immediately along the strip or strips of land hereby granted. To have and to hold the said two strips or parcels of land, with the water and other privileges herein granted to said party of the second part, its successors and assigns forever. And said parties of the first part warrant generally the strip of land hereby conveyed together with the privileges herein granted. Witness the following signatures and seals this the day and date first above written

L. D. Fuckerson (Seal)
H. A. Fuckerson (Seal)
R. M. Bales (Seal)

Interlineations and erasions made before signing.

Virginia Lee County - to wit:

I, L. S. Fuckerson a Notice of the per said County do certify that L. D. Fuckerson and Hattie

his wife and R. M. Bales whose names are signed to the foregoing writing bearing date on the 30th day of June 1890 have acknowledged the same before me in my County aforesaid. Given under my hand this the 30th day of June 1890

Lee S. Fuckerson J.P.

Virginia Lee County-to wit:

In the office of the Clerk of the said County Sept 1st 1890. This deed was presented and together with the Certificate thereto annexed admitted to record.

Teste. John R. Gibson clerk

A Copy-

Teste: S. W. Richmond clerk.

L. S. Fuckerson
Is a Copy of Deed
Returned to
Deed Book No 25
Page 43

Cost. 50

This Deed made this the 30" day of Nov 1889, between L. D. Fuckerson and Harriett his wife and R. M. Bales of the County of Lee, and State of Virginia parties of the first part, and The Louisville and Nashville Railroad Company, a Corporation doing business under the laws of Virginia party of the second part Witnesseth, That in consideration of the fact that said Louisville and Nashville Railroad Company has located and now proposes to construct its Cumberland Valley Branch over the lands of the said Fuckerson and Bales situate, lying and being in the County of Lee and State of Virginia, and the advantages to be derived therefrom to the said Fuckerson and Bales and in further consideration that said Company erect and maintain the necessary Crossings and cattegaards over said road and permits said Fuckerson to cultivate said strip of land as nearly up to the road bed on each side as safety will permit until said Fuckerson requires said road to be fenced One of said Crossings is to be where said Fuckerson now crosses Indian Creek, and at that point said Company is to erect a bridge across said Creek if desired to do so by said Fuckerson and grade the road upon to the South end thereof and the further consideration of the sum of one Dollar cash in hand paid, the receipt of which is hereby acknowledged the said parties of the first part have this day given, granted, bargained and sold and by these presents do convey to the Louisville and

Nashville Railroad Company, its successors and assigns for its Cumberland Valley Branch a strip, piece or parcel of land One hundred feet in width, beginning at a point in the center line of said railroad as now located where said line crosses the division line between the lands of W. W. Bales and said L. D. Fulkerson the bearing of which line is South 5° East thence along said located line by a tangent bearing N 45° 35' E and with a width of 50 feet on each side of said center line for a distance of 1399 feet to a line of the lands of H. C. T. Richmond the bearing of which line is South 3° E containing 3 212/1000 acres more or less, To have and to hold said strip, piece or parcel of land with its appurtenances and privileges to the said Louisville and Nashville Railroad Company, its successors and assigns forever. And the said parties of the first part for themselves, their heirs, and assigns forever. And the said parties of the first part for themselves their heirs and assigns ~~forever~~ do hereby release the said Louisville and Nashville Railroad Company its successors & assigns from any further payments for or on account of the appropriation and occupancy of said strip of land as well as for all damages that may accrue by or result from the location, construction of said Cumberland Valley Branch of the Louisville and Nashville Railroad over and upon said strip or parcel of land And the said L. D. Fulkerson and Harriett his wife and R. M. Bales Warrants generally

the Strip of land hereby Conveyed, Witness the following Signatures and Seals this day and Year first above Written.

L. D. Fuckerson (L.S)
Hattie Fuckerson (L.S)
R. M. Bales (Seal)

Virginia, In Lee County to wit:

I, Lee S. Fuckerson a Justice in and for the County and State aforesaid, do certify that L. D. Fuckerson and Hatty Fuckerson his Wife and R. M. Bales whose names are signed to the foregoing deed, bearing date the 30th day of November 1889, have acknowledged the same before me in my County aforesaid Given under my hand this 30th day of November 1889.

Lee S. Fuckerson J.P.

Virginia Lee County - to wit:

In the Office of the Clerk of the said County April 24th 1890. This deed was presented and with the Certificate thereto annexed admitted to record.

Test John R. Gibson clerk

A Copy-

Teste: J. V. F. Richmond clerk

L. D. Fuckerson et als
To Copy Deed

L & N. RR Co

D B No 25055

C 80

S

New list of liens made pursuant to a decree of the circuit court entered March 15th 1894, existing against the lands of L. D. Fulkerson, wherein the deed of trust executed to J. R. Gibson Trustee for the Bank of Shawanee is embraced as well as all other liens, numbered in margin as to priority &c.

1894 June 1st

1st	To this sum bal due Geo. W. Gibson on his purchase money lien June 1st 1894. See calculation on list X Y.	$1278.00
1 X 2	To Charles E. Baylon decree circuit Sept 3d 1887, total due June 1st 1894	2894.23
2 X 2	" A. L. Pridemore " " " "	146.67
3 X 2	" A. Edmondson Guard. for all the heirs of H. W. Edmondson bal June 1st 1894	315.39
4 X 2	" Same Guard for Mary F., Chas E. & Wm. F. Edmondson bal June 1st 1894	198.48
5 X 2	" The Bays Children " "	48.63
6 X 2	" Emma Harlen " "	58.03
7 X 2	" J. D. Morgan et als assignee " "	283.48
3	To A. L. Pridemore decree circuit Court April 7th 1888 see fi fa 3. $189.52 Bryatt clerk & Comr 44.55	234.07
4	To J. A. G. Bryatt clerk & comr. in chy cause of A. Edmundson Guard vs. L. D. Fulkerson as shown by decree Sept. 5th 1889, unpaid	76.60
5	To citizens Bank & Trust Co. Judgt circuit Court Octo 17th 1892, amt due June 1st 1894	547.21
	Liens forward -	6080.76

1894 June 1st	To amount liens brought over			$6080.76
	" Bank of Shawanee for note No 1. embraced in Deed Trust Decr. 19th 1892	$200.00		
	Int from July 1st 1893 (See Exp) to June 1st 1894	11.00		
	" Same for note No 2 likewise secured	$400.00		
6	" Int from Sept. 4th 1892 to June 1st 1893	41.80		
	" Same for Note No likewise secured	150.00		
Deed Trust Decr. 19th 1892	" Int from July 1st 1893 (Ex) to June 1st 1894	8.25		
	" Same for note No 4 likewise secured	600.00		
	" Int from July 1st 1893 (Ex) to June 1st 1894	33.00		
	" Same for note No 5 likewise secured	214.65		
Prin. $2614.65 Int 177.74 Costs 3.09 $2795.50	" Int from July 1st 1893 (Ex) to June 1st 1894	12.88		
	" Same for note No 6 likewise secured	500.00		
	" Int from July 1st 1893 (Ex) to June 1st 1894	27.50		
	" Same for note No 7 likewise secured	250.00		
	" Int from Feby 5th 1893 to June 1st 1894	19.83		
	" Same for note No 8 likewise secured	300.00		
	" Int from Feby 1st 1893 to June 1st 1894	23.50		
	Add Costs of Deed Trust	3.09	$2795.50	
	To Eliza A. Taylor for Judgt circuit Court Mr. 6th 1893	$432.00		
7	Int from May 22nd 1892 to June 1st 1894	53.13		
	Add Costs lawsuit	8.04	$493.17	
	Total liens June 1st 1894,			$9369.43

Special Statement No. 7.

To this sum total amount of liens as shown by List Q.			$9369.43
To Mrs Jane Fullerton Trustee for Judgt Lee circuit court March 16th 1894 vs. L. D. Fulkerson & W. H. Bales for	$575.00		
7 Int, from Nov. 7th 1887, to Octo, 13th 1888	22	20	
	$597.	20	
By this sum paid Octo, 13th 1888	50	00	
	$547	20	
To Int, on bal to Feby 14th 1890.	43	77	
	$590	97	
By this sum paid " " "	50	00	
	$540	97	
To Int on bal to Sept 9th 1891	50	85	
	$591	82	
By this sum paid " " "	272	50	
	$319	32	
To Int on bal to June 1st 1894	62	20	
Add Costs at law	856		$3800 08
To Maggie J. Barnes for Judgt of Lee Circuit Court			
7 – 8 March 16th 1894 vs L. D. Fulkerson Surv. of himself & R. M. Bales for	$500.00		
To Int from Sept 16th 1890 to June 1st 94	111	25	
Add Costs at law	796		$619 21
Grand total liens of all kinds including Deed of Trust found on record down to June 1st 1894			$10368 72

Chas. E. Baylor
List of liens
embracing Deed
vs Trust. (O)
L. D. Fulkerson

33.89
5.75
129.84
5.16
$135.00

17.91
65.00
12.95
95.94
30
$65.94

$9369.43 June 1st 1894
Total liens found
to exist —
"O"

$9369.43
No 2 999.29 paid
$10368.72

In consideration of the fact that the Louisville and Nashville has advanced to me the sum of two hundred and thirty six dollars to pay the costs and commissions of sale of the tract of land purchased by me in the Chancery causes of George W.Gibson and C.E.Baylor against L.D.Fulkerson,and further valuable considerations thereunto moving,I have this day bargained and sold, and I hereby bind myself to convey to the Louisville and Nashville railroad company the strip lot or parcel of land heretofore conveyed by L.D.Fulkerson and Hattie A. his wife and R.M.Bales to said Loisville and Nashville Railroad Company, and described as in two deeds of said parties which are dully recorded in the Clerk's Office of the Lee County Court, and bounded as follows, to wit,Beginning at the western boundary line of E.C.T.Richmonds land thence with a width of 270 feet to the lands of the said Hattie A.Fulkerson, for 600 feet containing three and seventy two two one hundredths acres (3.73) and I bind myself to convey said strip of land to said company as soon as the Court makes me a deed to the land purchased by me in said suits aforesaid. Witness my hand and seal this the 20th day of April 1895.

L D Fulkerson (Seal)

J. W. Logsdon

To } Bond.

Louisville & Nashville R.R. Co.

Exhibit (1) with
Deposition of
J. W. Logsdon.

Know all men by these presents that whereas on the 20th day of January 1895, at a judicial sale made by E.W.Pennington, Comr in the chancery causes of C.E.Baylor and Geo.W.Gibson vs. L.D. Fulkerson ~~et al~~, the undersigned purchased certain lands therein described, and executed notes for the purchase price thereof with the Louisville & Nashville Railroad Company and others as his sureties; that whereas said purchase was made at the instane of said railroad company and for the purpose of protecting it in certain conveyances theretofore made to it by L.D.Fulkerson ~~et al~~ and others, and whereas it was then and is now the intention that the purchase price agreed to be paid for said land shall be paid by said Louisville and Nashville Railroad Company: Now in consideration of the premises and in further consideration that said Railroad Company pays or causes to be paid said notes as they fall due, I bind myself, my heirs &c., to convey said lands to the said Louisville & Nashville Railroad Company or its assigns as soon as requested so to do after the court has mad me a deed for said land. Witness the following signature and seal this the 20th day of April 1895.

Bruce Gordon (Seal.)

J. W. Logsdon
To
Bond.
LOUR R. Co.

Exhibit (R) with
Deposition of Jno.
Logsdon

Jonesville Va [illegible] 1894

[illegible], Esq.

[illegible], Va.

[illegible]

DUNCAN & HYATT,
ATTORNEYS AT LAW.

Jonesville, Va. 1894.

DUNCAN & HYATT,
ATTORNEYS AT LAW.

Jonesville, Va. ..... 1894.

F III.

Louisville & Nashville Railroad Company.
Cumberland Valley Division.
Office of Superintendent

Middlesborough, Ky., Oct. 30th, 1894.

Judge C. T. Duncan,

Jonesville, Lee Co., Va.

Dear Sir:-

I have your letter of the 25th inst. concerning the sale of the Fulkerson property and the purchase of same by C. E. Baylor.

I shall be glad to hear from you with reference to the reply you receive from Mr. Baylor. I think we should, unless satisfactory arrangements can be made with Mr. Baylor, put in and "upset" bid.

I was advised on yesterday by one of our best friends, that Baylor told him that he had arranged with Col. Bridgeforo to bring suit against this Company for the right-of-way and the land we now occupy at Ewings, Va., as soon as the court confirms the sale.

I understood while at Ewings yesterday that Mr. Fulkerson was sinking rapidly, and that unless there was very great improvement in the next few days he could last but a short while.

This same party informed me that Mrs. Fulkerson was very anxious to pay off the indebtedness as soon as she came in possession of the means, and keep the property.

Please name last day on which we can put in an "upset" bid.

Yours truly,

Thos. Gordon

Supt.

f 11 L 1"

DUNCAN & HYATT,
ATTORNEYS AT LAW.

Jonesville, Va. ..... *1894.*

F. 116

Louisville & Nashville Railroad Co
Law Department,
Louisville, Ky. Nov 7 1894

Russell Houston, Chief Attorney.
H. W. Bruce, Asst Chief Atty.
(Ex officio District Atty for Va. Ind. Ohio & Mo)
Lyttleton Cooke, District Atty for Ky.
B. D. Warfield, Adjusting Atty.

Subject

Hon. C. T. Duncan,

Jonesville, Va.

Dear Sir:

Supt. Logsdon sends me your letter to him of the 30th ult., in which, among other things, you say, "If we can do nothing else we can put in an upset bid of say $400 or $500." Mr. Logsdon in his letter to me suggests that Mrs. Fulkerson is anxious to put in an upset bid with the Company as her surety and to take the property from us when able, and, he thinks, she will be able after she collect the insurance money on Mr. Fulkerson's life, who, he thinks, will not live three months. If she buy the property and the Company become her surety, I do not see how she can take the property from us; she will already have it. Should we as her surety have to pay for the property, would we then have a lien on the property for the money paid by us ? Would it not be safer as you suggest for the Company to put in the upset bid and let Mrs. Fulkerson become its surety if she would be accepted as such ? It seems to me we would have better control over the property if the Company were the bidder and purchaser. I have authorized Mr. Logsdon to do what he deems best for the interest of the Company in the matter, under your advice.

Yours truly,

Asst. Chief Atty.

"HWB 2"

[illegible]

[illegible].W.[illegible],

Asst. [illegible].

Dear Sir:--

Yours of the 7th to hand, contents carefully noted.

[illegible]r.Paylor, the purchaser of the land of I.D.Tul[illegible]

[illegible] that I was anxious to purchase that strip of [illegible]

[illegible] to the [illegible] lead [illegible]

[illegible]

[illegible] joining [illegible] has not [illegible]

[illegible], and [illegible] purchase the house and [illegible]

[illegible] of land [illegible] which our right of way and depot [illegible]

[illegible] of which were sold by the Commissioner at the price of $3[illegible]

or $900.00. I think it is better for her to put [illegible] the [illegible]

[illegible] the court will make a less unjust bid for her [illegible]

[illegible] also: [illegible], the Railroad Company [illegible]

the [illegible] used bid &c." I [illegible]
[illegible] I have no objection except on [illegible]
the subject of the higher price that I think we would have to [illegible].
[illegible] any furnish a [illegible] to put in the used lid, or [illegible]
[illegible]. The putting [illegible] of an used lid only by the [illegible]
[illegible] that has been made, and when a [illegible]
[illegible]

Louisville & Nashville Railroad Company.
Cumberland Valley Division.
Office of Superintendent. Middlesborough, Ky.

November 8th, 1894.

Judge C. T. Duncan,

Jonesville, Lee Co., Va.

Dear Sir:-

5252

I am just in receipt of a copy of letter written you by the Assistant Chief Attorney on the 7th inst., having reference to the Fulkerson property at Ewings.

I agree with Judge Bruce that it would be best, if it becomes necessary, for this Company to purchase the property and have Mrs. Fulkerson and her friends (those mentioned by you in conversation yesterday) go our security rather than for this Company to go on her paper. However, if it can be arranged for Col. Richmond, Mr. Bales and others of her friends to make the necessary bond for Mrs. Fulkerson, it goes without saying that we would prefer it.

Yours truly,

Supt.

Russell Houston, Chief Attorney.
H. W. Bruce, Asst Chief Atty.
(Ex officio District Atty for Va. Ind. Ohio & Mo)
Lyttleton Cooke, District Atty for Ky.
B. D. Warfield, Adjusting Atty.

Louisville & Nashville Railroad Co.
Law Department.

Louisville, Ky. Nov. 10th. 1894.

Subject

Hon. C. T. Duncan,

Jonesville, Va.

Dear Sir:,:

I return enclosures attached to your letter of the 8th. inst.

Baylor's response to your letter is in effect a declinature to make an offer to convey to the Company the land conveyed by the Fulkersons and the water privileges at any price. His object is, if the sale should be confirmed to him, to get all the money he can out of the Company for the right of way through the land and the water privileges. You say, ~~xxxxxxxxxx~~ when a re-sale of the land is made, we will have Mrs. Fulkerson to buy the land, uless it sell for enough to leave our right of way and water privileges free. How can the price at which the land may sell leave our right of way and water privileges free? If some other person become the purchaser and the owner of the land, do we not lose our right of way and water privileges at any rate, and are we not then subject to the mercy of the purchaser or compelled to resort to condemnation proceedings, or do you think that we could in some way seize and appropriate the amount of the purchase price over and above what may be necessary to satisfy Baylor's judgment ? Or do you expect to have so much of the land offered for sale as has not

been conveyed to the Company and that the 4 acre lot be sold subject to the water privileges granted to the Company by Fulkerson and wife ? Has the decree of sale been so framed as to authorize the sale of so much of the land as was not conveyed to the Company and a sale of the 4 acre lot subject to the water privileges granted to the Company by Fulkerson and wife ?

You will pursue in this matter the course best calculated to protect the Company's interests as indicated in my letters of the 7th. to you and Mr. Logsdon.

Yours Truly,

Asst. Chief Attorney.

ENC.

"H W B. 1"

[illegible], Ky., [illegible]

[illegible] Place,

6.7.4

[illegible]

Dear Sir:--

[illegible] $4100.00, [illegible] sell for $4100.00. [illegible] less than $4100.00, [illegible]. I will [illegible] if possible. As heretofore [illegible], if [illegible] with [illegible], [illegible] the [illegible], [illegible] Louisville [illegible] will have a full [illegible] over [illegible], [illegible] will use [illegible] for [illegible]. All [illegible] price [illegible]. Will send you [illegible] as soon as I can [illegible], as we are still in court and [illegible] the next [illegible].

Very truly yours &c.

DUNCAN & HYATT
ATTORNEYS-AT-LAW.

6 7 8 2

Russell Houston, Chief Attorney.
H. W. Bruce, Asst Chief Atty.
(Ex officio District Atty for Va. Ind. Ohio & Mo)
Lyttleton Cooke, District Atty for Ky.
B. D. Warfield, Adjusting Atty.

Louisville & Nashville Railroad Co.
Law Department.
Louisville, Ky.

Jan. 5th. 1895.

Subject

22670

Hon. C. T. Duncan,

Jonesville, Va.

Dear Sir:-:

I have your letter of the 4th. inst.

I did think the best course for the Company's protection would be for it to become the purchaser, and then make arrangements with Mrs. Fulkerson to sell the land to her; and in my letter of Nov. 10th. ult. to you I asked you to pursue in the matter the course best calculated to protect the Company's interests as indicated in my letters of the 7th. inst. to you and Mr. Logsdon. In my letter of Nov. 10th. I asked for your opinion on several questions to which you have not responded.

If you have the land bid in for the Company, I think, you had probably better have it done in Mr. Logsdon's name as it will be more convenient for him to execute the necessary bonds than for Mr. Bradford to go out for that purpose. I asked you whether Mrs. Fulkerson would be taken as the Company's surety, but have not heard from you on that point. If she would, be, I suppose, she would be willing to become its surety with the understanding that she would have the right to become the purchaser of the land. If you think it necessary to come to Louisville for a conference with me over the matter I would be glad to see

you at any time. If you determine to come it would be probably better to advise me a few days beforehand in order that I may be able to advise you whether I will likely be at home at the time you wish to come.

Yours Truly,

Asst. Chief Attorney.

L & N. R.R. Co

vs

C. E. Baylor

Letters filed
with C. T. Duncan
Depositions

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You, That of the Goods and Chattels of [illegible]

late in your Bailiwick, you cause to be made $ 192. 22, with legal interest thereon from the [illegible] day of August, 18[illegible] till payment, which [illegible]

lately in our Circuit Court of Lee County, ha[illegible] recovered against [illegible] by ~~suit for~~ [illegible]

Also, $ [illegible], which to the said [illegible]

[illegible] in our Court were adjudged for [illegible] costs in

that behalf expended whereof the said [illegible]

[illegible] are convicted, as appears to us of record. And that you have the same before the Judge of our said Court at the Court House on the first Monday in [illegible] next, to render to the said [illegible]

of the [illegible] and costs as aforesaid.

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This [illegible] day of [illegible] 18[illegible], in the 11[illegible] year of the Commonwealth.

[illegible] *Clerk.*

4.0x
2.1 [illegible]
$4.25

Ex the within Fi Fa Sixty Eight & $\frac{03}{100}$ dollars May 26th
1888 for order from A. Edmonson Guardian for J. & G. Hyat
paid by J. R. Gibson for L D Fulkerson

Fi Fa executed

L. C. Weiner Sheriff

by R. A. Freeman

D. S. C.

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You, That of the Goods and Chattels of L. D. Fulkerson

late in your Bailiwick, you cause to be made $ 432.00 ~~the penalty of a Forthcoming bond, to be discharged by payment of $~~ _____, with legal interest thereon from the 22 day of May, 1892 till payment, which Eliza A. Taylor

lately in our Circuit Court of Lee County, had recovered against him by ~~motion on said bond~~ suit for Debt

Also, $ 8.04, which to the said Taylor

in our Court were adjudged for her costs in that behalf expended whereof the said Fulkerson

is convicted, as appears to us of record. And that you have the same before the Judge of our said Court at the Court House on the first Monday in May next, to render to the said Taylor

of the Debt and costs as aforesaid.

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This 20th day of March 1893, in the 117 year of the Commonwealth.

J. A. G. Hyatt Clerk.

C 4.79
S 5-0
A 2-50
C C -25
$8.04

36) Circt (N.J.M.)

Mar. 15 1893

Eliza A. Taylor

vs } Fi Fa

L. D. Fulkerson

To 1st May Rules 1893.

Not Executed no property found. this May 1st 1893.

J. M. Weston D.S.

for C. E. Flanary

S. L. C.

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You, That of the Goods and Chattels of [illegible]

late in your Bailiwick, you cause to be made $ 100.00, with legal interest thereon from the 20th day of January, 1887, till payment, which [illegible]

lately in our Circuit Court of Lee County, had recovered against [illegible] by suit for [illegible]

Also, $ 257, which to the said [illegible] in our Court were adjudged for [illegible] costs in that behalf expended whereof the said [illegible] convicted, as appears to us of record. And that you have the same before the Judge of our said Court at the Court House on the first Monday in [illegible] next, to render to the said [illegible] of the [illegible] and costs as aforesaid.

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This [illegible] day of [illegible] 18[illegible], in the 11[illegible] year of the Commonwealth.

[illegible] Hyatt, *Clerk.*

[illegible]

2) Chey (P

E C Hunter

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You, That of the Goods and Chattels of _____

_____

late in your Bailiwick, you cause to be made $ _____, with legal interest thereon from the _____ day of January, 1887, till payment, which _____

lately in our Circuit Court of Lee County, ha 2 recovered against _____ by ~~suit for~~ _____

Also, $ 3 _____, which to the said _____

_____ in our Court were adjudged for _____ costs in that behalf expended whereof the said _____

_____ convicted, as appears to us of record. And that you have the same before the Judge of our said Court at the Court House on the first Monday in _____ next, to render to the said _____

of the _____ and costs as aforesaid.

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This _____ day of _____ 18 _____, in the 11 year of the Commonwealth.

_____ *Clerk.*

320

Note executed
Nov 1st 1888
E. S. Greenhalgh
per R. & G. Lamay
S. & C.

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You, That of the Goods and Chattels of _____

_____

late in your Bailiwick, you cause to be made $_____, with legal interest thereon from the 25

day of January, 1837, till payment, which _____

lately in our Circuit Court of Lee County, has recovered against _____ by suit for _____

Also, $ 1.104 _____, which to the said _____

_____ in our Court were adjudged for _____ cost in

that behalf expended whereof the said _____

_____ convicted, as appears to us of record. And that you have the

same before the Judge of our said Court at the Court House on the first Monday in _____

next, to render to the said _____

of the _____ and costs as aforesaid.

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This _____ day of _____ 18 , in the 11 year of the Commonwealth.

_____ *Clerk.*

9) Choy (50

Sept. 3

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You, That of the Goods and Chattels of _____

_____

late in your Bailiwick, you cause to be made $ _____, with legal interest thereon from the _____

day of _____, 18 86, till payment, which _____

_____

lately in our Circuit Court of Lee County, ha___ recovered against _____ by suit for _____

Also, $ 1.00, which to the said _____

_____ in our Court were adjudged for _____ costs in

that behalf expended whereof the said _____

_____ convicted, as appears to us of record. And that you have the

same before the Judge of our said Court at the Court House on the first Monday in _____

next, to render to the said _____

of the _____ and costs as aforesaid.

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This _____ day of _____ 18 87, in the 11 year of the Commonwealth.

_____ *Clerk.*

4) Chey H.J.M

Sept. 3.

The Commonwealth of Virginia,

To The Sheriff Of Lee County Greeting:

We Command You, That of the Goods and Chattels of [illegible]

late in your Bailiwick, you cause to be made $ 422.81, with legal interest thereon from the 18[illegible] day of [illegible], 1888, till payment, which [illegible]

lately in our Circuit Court of Lee County, ha[illegible] recovered against [illegible] by suit for [illegible]

Also, $ [illegible], which to the said [illegible]

[illegible] in our Court were adjudged for [illegible] costs in that behalf expended whereof the said [illegible]

[illegible] convicted, as appears to us of record. And that you have the same before the Judge of our said Court at the Court House on the first Monday in [illegible] next, to render to the said [illegible]

of the [illegible] and costs as aforesaid.

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This [illegible] day of [illegible] 18[illegible], in the 11[illegible] year of the Commonwealth.

[illegible] *Clerk.*

3

10) Clay (D

Apr. 7 1885 (3)

[illegible]

[illegible] executed the parties
claiming to be
the mother
[illegible]
[illegible] signature [illegible]
[illegible] Filmore
J. L. C

Fees of the Comr. for Travel within has been paid by Lt. Fillmore

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You, That of the Goods and Chattels of [illegible]

late in your Bailiwick, you cause to be made $ 414.19, with legal interest thereon from the 20 day of January, 1887, till payment, which [illegible] Guard for all the heirs [illegible]

lately in our Circuit Court of Lee County, ha[illegible] recovered against [illegible] by suit for [illegible]

Also, $ 2.57, which to the said [illegible] in our Court were adjudged for [illegible] costs in that behalf expended whereof the said [illegible] are convicted, as appears to us of record. And that you have the same before the Judge of our said Court at the Court House on the first Monday in [illegible] next, to render to the said [illegible] of the [illegible] and costs as aforesaid.

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This [illegible] day of [illegible] 18[illegible], in the 11[illegible] year of the Commonwealth.

[illegible] *Clerk.*

2.32
2.
2.57

for the within Fi Fa May 25th 1884 One Hundred [illegible] paid by J. R. Gibson for L. D. Fulkerson to Richmond & Orr Attys for Edmonson as shown by receipt given by said Attys [illegible]

[illegible]

[illegible]

[

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You, That of the Goods and Chattels of [illegible]

at $34.00 per thousand [illegible] $43.42

late in your Bailiwick, you cause to be made $ 177.10, with legal interest ~~thereon~~ from the 12

day of October, 18 6, till payment, which [illegible]

lately in our Circuit Court of Lee County, have recovered against [illegible] by suit for debt

Also, $ 7.57, which to the said [illegible]

in our Court were adjudged for [illegible] costs in

that behalf expended whereof the said [illegible]

[illegible] convicted, as appears to us of record. And that you have the

same before the Judge of our said Court at the Court House on the first Monday in [illegible]

next, to render to the said [illegible]

of the [illegible] and costs as aforesaid.

And have then and there this writ. Witness, J. A. C. Hyatt, Clerk of said Court at the Courthouse.

This 12 day of October, 18 [illegible], in the 11 year of the Commonwealth.

[illegible] Clerk.

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Lo[illegible] Dear. Rules 1872.

Not leave the office until [illegible]

[illegible]

This Indenture made and entered into on this the 16th day of December A.D. 1892 between L.D. Fulkerson and wife Hattie Fulkerson of Lee County Virginia, of the first part and John R. Gibson of the same State & County of the second part witnesseth - That the parties of the first part for and in consideration of the sum of one dollar, and the matters herein recited, have granted bargained, sold and conveyed and do hereby grant bargain sell and convey with the said party of the second part the following described tracts of land lying and being in the County of Lee and state of Virginia and described as follows. The first tract is known as the Gibson tract and was purchased of Wm. F & G.W. Gibson, and which tract of land is bounded on the west by the lands of R. M. Bales on the south by the lands of the heirs of T.J. Brown and on the east by the lands of N.C.T. Richmond, and contains by estimation

one hundred and thirty-five acres. But out of the above boundary there is reserved eight town lots which have heretofore been sold, each lot having a depth of 125 feet and a front of 25 feet. There is also reserved the right of way heretofore conveyed to the Louisville & Nashville Railroad Company for its right of way. One other lot, tract or parcel of land herein conveyed to the party of the second part being a small tract of land purchased by L. D. Fulkerson of R. M. Bales and on which was erected a brick dwelling house in which the parties of the first part now reside and adjoins the Gibson tract or the first tract herein described, on the east and on the north south and west by the lands of R. M. Bales and contains about three acres be the same more or less. To have and to hold the said premises above

described to the said party of the second part with the appurtenances thereunto belonging, hereby releasing all claims to Homestead and Dower therein, to his heirs and assigns forever in fee simple, in trust for the uses and purposes herein after set forth: And the said parties of the first part for themselves, their heirs, executors and administrators covenant with the party of the second part his heirs and assigns, that they are lawfully seized in fee simple of the premises above conveyed and have full power and authority to convey the same, and that said premises are free from all encumbrances, except for some remaining purchase money due on the first above described and some judgments of Charles Taylor and perhaps others constituting a lein on both of said tracts, and that they will forever warrant and defend

the said premises and the title thereto to to the party of the second part against the lawful claims and demands of all persons whomsoever.
But this deed is made to said party of the second part in trust for the uses and and purposes following. Whereas L. D. Fulkerson a party of the first part is indebted to the Bank of Shawanee a corporation duly organized and existing under and by virtue of the laws of The State of Tennessee as follows One note for $600.00 dated Oct 21st 1892 and due ninty days after date, executed by L. D. Fulkerson to H. C. T. Richmond W. W. Bales and Hattie Fulkerson and by them endorsed to the Bank of Shawanee. One other note executed by L. D. Fulkerson to H. C. T. Richmond, R. J. Fulkerson & Hattie Fulkerson dated Nov. 11th 1892, and due ninety days after date, and by them endorsed to the Bank of

Shawnee, for the sum of $300.00 One other note executed by L. D. Fulkerson to Hattie Fulkerson for the sum of $500.00 dated November the 5th 1892 and due ninety days after date and by her endorsed to the Bank of Shawnee. One other note executed by L. D. Fulkerson to T. A. Hamilton and secured by Hattie Fulkerson and by them endorsed to the Bank of Shawnee, dated Nov. 5th 1892 and due ninety days after date for the sum of $250.00 One other note for the sum of $200.00 executed by L. D. Fulkerson to R. M. Bales and by him endorsed to the Bank of Shawnee dated Sept 26th 1890 and due ninety days after date. One other note executed by L. D. Fulkerson to W. W. Bales dated Sept. the 24th 1892 and due ninety days after date and by him endorsed to the Bank of Shawnee for the sum of $150.00 One other note executed by L. D.

Fulkerson H. C. T. Richmond
R. J. Fulkerson, C. C. Fulkerson
and endorsed to the bank of
Shawanee, dated dated Nov. 1
1892 and due ninety days
after date for the sum of
$214.65. One other note exe-
cuted by Hattie Fulkerson to
L. D. Fulkerson and by him
endorsed to the Bank of
Shawanee dated June 4th
1892 for the sum of $400.00
and due ninety days after
date. Now therefore
whereas the parties of the first
part are desirous of securing
and saving harmless the
Bank of Shawanee and their
said sureties and endorsers
on the above described notes
If therefore the parties of the
first part shall pay or
cause to be paid the full
amount of the above notes
with the interest thereon on
the first day of January 1894
then these presents and the
estate hereby conveyed

shall cease and be void. But if default be made in payment of the same, or of any part thereof, or the interest therein then said party of the second part after giving thirty days notice of the time and place of sale, shall proceed to sell the premises and lands above described and conveyed at public auction to the highest and best bidder for cash in hand, at the front door of the court house in Jonesville Virginia free from and in bar of the equity of redemption which is hereby waived and surrendered, and said party of the second part shall apply the proceeds of sale first to the payment of costs incident to this trust secure, to the payment of the notes above described with the interest thereon. Then pay the remainder to the parties of the first part. In witness whereof the

Parties of the first part have hereunto set their hands and affixed their seals the day and year first above written.

L. D. Fulkerson {seal}
Hattie A. Fulkerson {seal}

Lee County, to wit:
I G. W. Dillman a justice of the peace for the County aforesaid in the state of Virginia do certify that L. D. Fulkerson and Hattie A. Fulkerson his wife whose names are signed to the writing above bearing date on the 16th day of December 1892 have acknowledged the same before me in my County aforesaid. Given under my hand this 16th day of Dec 1892.

G. W. Dillman J.P.

Virginia, Lee County, to-wit:
In the office of the clerk of the said County the 19th day of December, 1892, this deed of

Trust was presented, and together with the certificate thereto annexed, admitted to record.

Teste; John R. Gibson, clerk.

L. D. Fuelkerson
et ux
vs
J. R. Gibson
D. B. 29 pa 136,
137 & 138.

150

[illegible] lines [illegible] the [illegible] Estate
of [illegible] [illegible] [illegible]
[illegible] [illegible] [illegible] [illegible] [illegible] [illegible]
[illegible] [illegible] [illegible] [illegible]

1	[illegible]		
	on the 1st day of [illegible] 1862 for		
one half	[illegible]		
$939.76	[illegible]	$171.62	
	[illegible]	11[illegible].17	
		$1[illegible]	
	[illegible]	[illegible].15	
		$9[illegible]	
	To Int. on $939.76 [illegible] to Oct 1 1869	[illegible]	
	[illegible]	$1052.5[illegible]	
	[illegible]	11[illegible].76	
	Int on the same to [illegible] 1st 1872.	$1[illegible]	
		20[illegible].74	
	Total Prin & Int, due [illegible]	$1146.50	
	Add Cost of [illegible]	75.50	$1222.00
	[illegible]		
	[illegible]		
2x1	Sept 30 1881 for this [illegible]	$1847.91	
	Int from [illegible] 25 1881 to [illegible] 1[illegible]	[illegible]	
	Debt Sept 1st 1881	$2[illegible]	
	[illegible]	[illegible]	
	[illegible]	[illegible]	
	Int on [illegible]	169	$2776.44
	[illegible]		
2x2	[illegible] Sept 1 1877	170.00	
	Int from [illegible] 25 1877 to [illegible] 1[illegible]	[illegible].10	
	Add [illegible]	2.57	146.67
2x3	[illegible]	32.02	
	Int on [illegible] 5 to [illegible] 1st [illegible]	13.00	
	Add [illegible]	[illegible]	
			$4179.80

1.7			
2.1	[illegible]	$[illegible]	
	[illegible]		
	[illegible]		
	[illegible]		
	[illegible]	$[illegible]	
2.4	Dr. [illegible]	33 35	
	By Credit [illegible]	445 17	
	" " paid [illegible]	11 54	
		$331. 22	
	" " paid [illegible]	75 00	
	" " " [illegible]	$256. 22	
		26 00	
	Dr. from [illegible] to [illegible]	$230. 63	
		69 18	
	Add costs [illegible]	5.21	305. 02
	[illegible]		
	[illegible]		
	[illegible]	$172 [illegible]	
2.5	" Dr. from [illegible]	19 13	
	Credit [illegible]	$211. 35	
		68 05	
	Dr. from May 26/1888 to June 1st [illegible]	$143. 30	
		43 13	
	Add costs issuing [illegible]	[illegible]	1[illegible]
	To the heirs of [illegible]		
	[illegible]		
2.6	[illegible]	$[illegible]	
	[illegible]	7[illegible] 04	
	Add cost [illegible]	1 [illegible]	271. 45
	To [illegible]		
	[illegible] Sept. [illegible] 1881	38 [illegible]	
2.7	Dr. from Aug. 25/1886 to June 1st 1873	15. 00	
	[illegible] cost [illegible]		55. 75
	[illegible]		502. 3[illegible]

1893

June 1st	To this [illegible]			
	To [illegible]			
	Interest of [illegible]			
3	for this sum	$477.00		
	Int on $434.00 [illegible]	23.[illegible]		
	[illegible]	[illegible]		
	[illegible]	[illegible]	514.77	
	To [illegible]			
	[illegible]	[illegible]	to July 1/82	
	Int from [illegible]	29.40		
	To [illegible]	400.00		
4	Int from Sept 4th/1892, to [illegible]	17.80		
	To [illegible]	170.00	to July 1/893	
	Int from [illegible]	3.92		
Dis $2614.65	To [illegible]	600.00	to July 1/93	
Int 88.40	Int from [illegible]	13.00		
Cost 2703.05				
3.05				
$2706.10	To [illegible]	214.65	to July 1st/93	
	Int from Feb 1st [illegible]	4.27		
	To [illegible]	500.00	to July 1/93	
	Int from Feb 5th [illegible]	[illegible]		
	To [illegible]	200.00		
	Int for Feb 5th 1893 to [illegible]	4.85		
	To [illegible]	600.00		
	Int from Feb [illegible]	5.50		
	[illegible]	[illegible]	$2706.10	
5	To [illegible]	32.00		
	[illegible]	36.56		
	[illegible]	[illegible]	176.60	
			$3679.27	

List of Costs due J. A. G. Hyatt in the Chancery Cause of Chas E. Baylor vs L. D. Fulkerson

Fee as clerk to July 1893	$17.99
" " Comr,	35.00
" " Comr	30.00
" " clerk fi fa of Baylor	1.69
" " " " " Pridemore	2.57
" " " " A. Edmonson	5.21
" " " " Same	3.45
" " " " Bays Children	1.69
" " " " Emma Harbin	1.69
" " " " Elizabeth Green	1.69
" " " " A. L. Pridemore	44.55
" " " Fees due Hyatt as Comr	76.00
	$221.53

Fee as Clerk vs Eliza A. Taylor 5.51
" Jane Fulton 5.51

$2.99
12.95
$5.94

List of Costs to
due, Dtyatt
$221.53

Gibson Cause $12.95

1
2
147

Judgment Lien Docket

Date of Judgment	By what Court rendered	Time of Docketing	Name and description and Residence of Parties	
1887 Sept 3rd	Lee Circt Court	Sept 9th 1887	Chas E. Baylor of Lee County Va against N. D. Fuckerson Curator of Chas Daugherty dec'd Deft	Pltff } Debt

Debt Damages, interest and Costs	Date of Credits.
Decree for $19.79.91 with legal interest thereon from the 25th day of August 1886 till paid and the costs C 1.44 & 0.C 25	

A Copy—
Teste: S. N. T. Richmond Clerk C.

Chas. E. Baylor —
vs } Copy Judgment
L. D. Fulkerson Curator
vs of Chas Daugherty,
Dec'd —

Lien Docket No 2 —
Page 168 —

C 25.00

New list of liens made pursuant to Decree of circuit court Entered March 15th 1894, which estist against the real Estate of L. D. Fulkerson, to whom due, numbered as to their priorities, and on what land they existt &c

1st Specific lien	For note executed to George W. Gibson on the 1st Octo. 1847 for lands			
Paid July 15/95	purchased of him & Wm. F. Gibson			
	See note & chcy suit, for this sum	$1879.	52	
	Int. thereon to Octo. 2nd 1888	112	77	
		$1992.	29	
1888. Octo 2nd	By this sum paid by W. G. T. Richmond	996.	15	
	To Int on $939.76-½ prin to Octo 1st 1889	$996.	14	
	By this sum paid by L. D. Fulkerson " "	56	38	
	To Int on this sum to June 1st 1894	$1052.	52	
	" Total prin & Int. due Gibson " "	112	76	
	Add Costs of chcy suit (say)	$939.	76	
		263	13	
		$1202.	89	
		75	11	$1278. 00
2 × 1	To Chas. E. Bayton for Decree of the circuit court of Lee			
Paid	County Sept 3rd 1887, for this sum	$1979.	91	
	" Int. from Aug. 25th 1886 to June 1st 1894	922	63	
		$2902.	54	
	By Credit Sept 1st 1889	90.	00	
		$2812.	54	
	Add Costs of suit (say)	80	00	
	" Costs on fi fa to C.	1.	69	$2894 23
	To A. L. Pridemore for decree			
2 × 2	Lee circuit court Sept. 3rd 1887 for	$100.	00	
	" Int from Jany. 25 1887. to June 1st 1894	44	10	
	Add costs on fi fa to C	2.	57	$146 67
	amount liens forward			$4318. 90

1894 June 1st	To sum amount debits brought over			$4318.90
	" A. Edmondson Guardian for all the heirs of A. W. Edmondson as shown by decree of the circuit Sept. 3rd 1887. this sum see also fi fa	$414.79		
2 x 3	Int. from Jany. 25th 1887 to Sept. 8th 1887	15.34		
		$430.13		
	By this sum paid C. T. Duncan Sept. 8th 1887	75.00		
		$355.13		
June 15/96	Int on bal to May 7th 1888	14.20		
		$369.33		
$337.60	By this sum paid C. T. Duncan May 7th 1888	26.00		
		$343.33		
	To Int to May 28th 1888	1.20		
		$344.53		
	By Credit on fi fa May 28th 1888	116.54		
		$227.99		
	To Int. on bal. to June 1st 1894....	82.19		
	Add Costs on fi fa to Clerk	5.21	$315.39	
June 15/96	To A. Edmondson Guardian for Mary F.; Chas. E.; and W. F. Edmondson for like decree Sept. 5th 1887	$192.22		
$212.40				
2 x 4	To Int from Aug. 25 1886 to May 26 1888.	19.13		
		$211.35		
	By Credit May 26th 1888...	68.05		
		$143.30		
	To Int from May 26th 1888 to June 1st 1894	51.70		
	" Add costs Issuing fi fas	3.45	$198.45	
2 x 5	To the Bays Children for like decree this sum	$ [illegible]02		
Paid	Int from Aug. 25th 1886 to June 1st 1894	14.92		
	Add Costs Issuing fi fa to clerk	1.69	$48.63	
2 x 6	To Emma Harber for like decree rendered Sept. 3 1887. for	38.44		
Paid	" Int from Aug. 25th 1886 to June 1st 1894	17.90		
	Add Costs Issuing fi fa to C	1.69	$58.03	
	Total liens fore[illegible]		$939.40	

1894 June 1st	To this amount liens brought over			$4939.	40
Paid	To the heirs of Elizabeth Green (now assigned to J. D. Morgan et al) for like decree as of Sept 3rd 1887	$192	22		
2 + 7	Int from Aug. 25th 1886 to June 1st 1894	89.	57		
	Add Costs issuing fi fas to C	1.	69	$283.	48
3rd " See fi fa here filed numbered 3	To A. L. Pridemore for decree of the circuit court April 7th 1888 See chcy O.B. 141. lien docket 176 --	$105	00		
	Int thereon from Jany 1st 1881, to June 1st 1894	84.	52		
	Add Costs H.C. 9.55 - C.A. 25.00 Comm $30.00	44	55	$234	07
4th "	For cost of chancery suit in favor of Officers of the court, as shown by decree entered Sept. 5th 1889. O.B. 225, 647. bal fees unpaid Hyatt clerk & comm	$76.	60	$ 76.	60
5	To the citizens Bank and Trust Co. for Judgment of Lee circuit court Octo 12th 1892 --	$477.	40		
	Int on $434.00 thereof from May 2/92 to June 1st 1894	59.	67		
	" " $43.40 residue Octo 12/92 " "	2.	60		
	Add Costs of Law suit	7.	54	$547.	21
Omitted 6	To Eliza A. Taylor for Judgt. Lee circuit court March 6th 1893	$432.	00		
	" Int from May 22nd 1892 to June 1st 1894	53	13		
	Add Costs suit at law	8	04	$493.	17
	Total purchase money & Judgt. liens			$6573.	93

Special Statement No 1

1894.					
June 1st	To this sum Total auth liens in Ky.			$6573.	93
	To Mrs. Jane Fulton Trustee for Judgt Lee circuit courtvs L. D. Fulkerson & H. H. Bale March 16th 1894 for	$575.	00		
7	Int from Nov. 7th 1887 to Octo 13th 1888	22.	20		
		$597.	20		
	Credit Octo 13th 1888	50.	00		
		$547.	20		
	To Int on bal to Feb. 14th 1889	43.	77		
		$590	97		
	By this sum paid " "	50	00		
		$540.	97		
	To Int on bal to Sept. 9th 1891	50.	85		
		$591	82		
	By this sum paid " "	272	50		
		$319.	32		
	To Int on bal. to June 1st 1894	52.	20		
	Add Costs at law	8	56	$380	08
	To Maggie J. Barnes for Judgt of Lee circuit court March 16th 1894. vs L. D. Fulkerson Survivor of himself & R. M. Bales for	$500.	00		
7-8	To Int thereon from Sept 16/90 to June 4th 1894	111	25		
	Add Costs at law	7	96	$619	21
	Grand total purchase money & Judgt liens up to June 1st 1894.			$7573.	22

Bartons
Chan Ct.
645
23324

Stipulation
"C"

1894

1 June 11th The 5th lien, the judgement in favor of the Citizens Bank & trust Co, is excepted to because not proven.
6th, lien is excepted to for the same reason

2 Because, the deed of trust on record to secure the Bank of Shawnee and the securities & endorsers of L. D. Fulkerson to it, is not reported or shown, and by the report it is admitted this lien is superior to several judgements herein reported viz. that of Eliza A. Taylor and all after her judgement.

3. Because there is no affidavit by the judgement Creditors, of the amounts due them and that said judgements have not been paid. And this is wanting in the Gibson judgement as well. The report shows the fact that Fulkerson was not before the Comr. and it was well known to the Comr that he was so sick he could not attend, and such affidavits were necessary as proof of non payment, and the Comr.

Item 2 & 3 in list 1.2.3. are excepted to because not proven. and are doubtful. See report page 4

A. C. Bartons
for the
Defendant

Chas. E. Baylor
vs
L. D. Fulkerson
and
Geo. W. Gilesson
vs } New list
} liens
L. D. Fulkerson

X. Y.

$6573.93 June 1st 1894

Left Court to Bank
Shows not listed.

No. $6573.7[illegible]
$7573.2[illegible]

Know all men by these present. that we Wm F & George W Gibson of the County Lee and State of Virginia are held and firmly bound unto L & Fickenson & Richmond of the said County and State in the full sum of Ten thousand dollars lawful money of the United States to be paid to the said Fickenson & Richmonds their heirs and Assigns. Witness our hands and seals. The condition of the above obligation is such that whereas the said Gibsons have sold unto the said Fickenson & Richmond a certain tract or parcel of land to wit (for Five thousand dollars - note having been executed by the purchasers for said purchase price of sa land) to wit; all the land James Jr & Wm F. Gibson purchased of David & Colwell & wife. Andrew Susong agent for Wm Ball heirs and the lands they have in the 75 acre Survey of Samuel H Ewing dec'd. Now if the above bound Gibsons shall make a lawful deed of Warrantee to said Fickenson & Richmond - when the purchase Money is fully paid by them, then the above obligation to be void, otherwise to remain in full force and virtue — we will give possession of the lands 1st March 1878 —

Wm F. Gibson (Seal)

Sept 9th 1877 — George W Gibson (Seal)

Wm J. V. G. Wilson
Ad Co.
Bond
L. D. Tuckerman
&
Hec J. Richmond

13.62
390.00
403.62
25
378.62

Know all men by these presents that we, the Louisville and Nashville Railroad Comapny, a corporation doing business in Virginia, C. T. Duncan L. T. Hyatt and H. C. Joslyn are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of six thousand dollars, for the payment of which well and truly to be made, we bind ourselves, successors and heirs, firmly by these presents, and as to this obligation we, the said C. T. Duncan L. T. Hyatt and H. C. Joslyn waive the benefit of our homestaed exemptions. Witness our hands and sels, this the 15th day of November 1894.

The condition of the above obligation is such that whereas, the said Louisville and Nashville Railroad Company has this day filed a petition in the Chancery causes of George W. Gibson vs H.C.T.Richmond et als, and Chas,E.Baylor vs. L.D. Fulkerson et als., asking that the sale of lands made by E.W. Pennington,Special Commissioner, on the 15th day of October, 1894, pursuant to a decree theretofore entered in said causes, be set aside, and a re-sale of the same be ordered, and agreeing at said resale to cause said lands so sold by the said E.W.Pennington, Commissioner as aforesaid, to bring the sum of $4100.00. Now if at a resale of said lands, pursuant to a decree this day entered in said cause, if said Louisville and Nashville Railroad Company causes said land to sell for the sum of $4100.00, then this obligation to be void, otherwise to remain in full force and virtue.

Louisville & Nashville Railroad Company (Seal)
C. T. Duncan (Seal)
L. T. Hyatt (Seal)
H. C. Joslyn (Seal)
(Seal)
(Seal)

$1144.34

October 15th 1894

One year after date we promise and bind ourselves to pay E. W. Pennington Comr. in the Chancery cause of Geo. W. Gibson vs. L. D. Fulkerson et al and C. E. Baylor vs Same defts - Fulkerson the sum of One Thousand One Hundred and forty-four dollars and 34 thirty-four cents. And as to this debt we hereby waive the benefit of the Homestead Law. And this note shall bear interest from date. Witness the following signatures and seals, this Oct. 15th 1894

Chas E. Baylor (seal)
B. F. Kirscaid (seal)

$1144.33

October, 15th 1894.

Two years after date with interest from date we bind ourself to pay E. W. Pennington Commr in the Chancery Court of G. W. Gibson vs. L. D. Fulbright et Eleven Hundred and forty-four Dollars and 33 Cents. And as to this debt we hereby waive the benefit of the Homestead Laws. Witness our hands & seal this Oct. 15th 1894.

Chas. E. Baylors (seal)
B. F. Kincaid (seal)
(seal)

Amt. of purchase bid $3618.00
Costs 217.00
$3433.00
$1144.33⅓

X1144. 38

October, 15th 1894.

Three years after date with interest from date we bind ourselves to pay E. W. Pennington Comr. in the Chancery Cause of Geo. W. Gibson vs. L. D. Fullerton Eleven Hundred and forty-four dollars and 33 cents. And as to this debt we hereby waive the benefit of the homestead Law. Witness our hands and seals this the 15th day of Oct. 1894.

Chas. E. Gaylor (Seal)
R. F. Kinsaid (Seal)
(Seal)

Charles E. Baylor
v
L. D. Fulkerson adm'r.

Exceptions to Adm'r. Hyatt's report filed June 1893

1 Because it is a varying debt secured by deed of Trust executed to John R. Gibson trustee, a copy of which is on file - When the deed does not fall due until Jan 1 1894 - and shows that on its face -

2 Because the following notes executed by the parties mentioned, have each a credit of the interest thereon due endorsed on said notes and which the Com. does not notice.

Note for the sum of $214.65 not paid July 1 1878
" " " " " 500.00 " " " "
" " " " " 200.00 " " " "
" " " " " 150 00 " " " "
" " " " " 600.00 " " " "
Total - - - - - 1664.65
For an average of 6 mos or more amounting to say $150 00

3 Because the foregoing notes have each and all been sued on at law, and the suits are now pending on the law side thereof see docket of present term.

4 Because by a decree of this Hon Court rendered ~~Sept~~ April 7 1888 - there is a decree in favor of A. L. Pardemere, against Fulkerson as Curator of Charles Dauphert estate for $105.20 and interest thereon from Jan 1 1881 not reported.

L. D. Fulkerson
by A. L. P.

Filed Dec 3 1894
Chas. E. Baylor
vs
L. D. Fulkerson
Exceptions to Adm'r. Hyatt's report
Law docket #176

5. Because Costs are allowed in the suit of George W. Gibson - at the time of filing his Bill March Rules 1892, - The Bill of Baylor was then pending and had been from Nov. Rules 1888, and the pltff George W. Gibson could have accomplished his object by a mere petition in that suit. and because the Costs ought in part to be paid by Gibson he not having filed his deed of conveyance properly until after answer.

Nov. 9. 1893

A. L. D.

See 28 Ann. 868

A. D. Fullerton

Defs Exceptions to Evidence rejected.

Charles S. Baylor
and George W. Gibson

Nov. 9. 1893

Chas. E. Baylor
vs
L. D. Fullerson et al,
and
George W. Gibson
vs
The same.

The report of John A. G. Hyatt, Commissioner filed in said causes, on the 8th day of June 1893, is excepted to for the following reasons.

1st Because said Commissioner reports a debt in favor of the Bank of Shawanee, alleged to be secured by deed of trust upon said Fullersons land. Said Bank is not a party to said suits, and is not seeking to enforce said deed of trust, if it exists, and said debt is reported without the knowledge or consent of said Bank.

2d, Because said Bank has sued at law upon the notes of the notes mentioned by said commissioner. Said notes are negotiable, and the said bank are enforcing its rights against said Fullerson and his endorsers on said notes. The rights of said Bank, if any it has under said deed of trust are conditional. Said conditions were not performed so as establish its rights, and said bank has proceeded

at law upon said notes.

A writing executed by the endorsers of said notes, and said deed of trust herewith exhibited to the Court, and other proof which said Bank is ready to produce will show these facts.

Nov. 14th 1893.

B. V. Sewell
Atty for said Bank

E. W. Pennington

~~Affidavit~~

Exceptions to Report

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon _____

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday in _____ next, being rule day to answer a bill in Chancery exhibited in our said Court against _____ by _____

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.
This _____ day of _____ 18__, in the 11__ year of the Commonwealth.

_____ Clerk.

A Copy Teste

_____

[illegible]

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday in next, being rule day to answer a bill in Chancery exhibited in our said Court against by

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.
This day of 18 , in the 11 year of the Commonwealth.

Clerk.

A Copy Teste

The Commonwealth of Virginia.

TO THE SHERIFF OF LEE COUNTY GREETING:

We Command You to Summon L. D. Fulkerson and W. C. T. Richmond

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday in October next, being rule day to answer an amended bill in Chancery exhibited in our said Court against them by George W. Gilson

And have then and there this writ Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse. This 20th day of Sept, 1892 in the 117 year of the Commonwealth.

J. A. G. Hyatt, Clerk.

A Copy Teste J. A. G. Hyatt

[Doe]

Geo. W. Gibson
vs
L. D. Fulkerson et al

Subpoena
3
3
3
amended
Bill

To 1st Oct. Rules 1892

Executed by delivering an office copy of within Subpoena to L. D. Fulkerson and H. C. T. Richmond This Oct. 1st 1892.
J. A. Vandergriff
Deputy for C. C.
Flanary S. C. C.

Everett Waddey Co.,
Stationers and Printers,
Richmond, Va.

Form 317.

MARTZ ADJ
CHA
Patent App

C. E. Baylor

s. Bill in Chancery

L. D. Fulkerson + othe

Morgan

vs } In Chancery

C. S. Fulkerson et al.

Nov Term 1897 Decree
Final See Chcy O.B.
No 6 Page 78-9